

# GRAVATH, SWAINE & MOORE

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3-3564024  
DEC 22 1983  
10.00

RECORDATION NO. 13881-2  
Filed 1425

DEC 22 1983 - 11 15 AM

December 15, 1983

INTERSTATE COMMERCE COMMISSION

Amended and Restated Participation Agreement  
and Amendment Dated as of December 1, 1983  
Amending Conditional Sale Agreement Filed Under  
Recordation No. 13881 and Lease Filed Under  
Recordation No. 13881-B

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of The Atchison, Topeka and Santa Fe Railway Company for filing and recordation counterparts of the following document:

Amended and Restated Participation Agreement and Amendment ("Amendment"), dated as of December 1, 1983, among The Atchison, Topeka and Santa Fe Railway Company, as Lessee, The Connecticut Bank and Trust Company, National Association, as Trustee, Mercantile-Safe Deposit and Trust Company, as Agent, and the parties named in appendices I and II thereto.

The Amendment amends a Conditional Sale Agreement dated as of December 1, 1982, previously filed and recorded with the Interstate Commerce Commission on December 28, 1982, at 12:35 p.m., Recordation Number 13881, and a Lease of Railroad Equipment dated as of December 1, 1982, previously filed and recorded as above with the Interstate Commerce Commission on December 28, 1982, at 12:35 p.m., Recordation Number 13881-B.

COUNSEL  
MAURICE T. MOORE

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DEC 22 11 15 AM  
FEE OPERATION BR.

*Charles M. Harold Siegel*  
*See this is the  
well be  
13881-B*

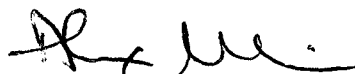
The amendments to the Conditional Sale Agreement and the Lease are set forth on pages 26 through 27 of the Amendment. The enclosed counterparts are signed and acknowledged by each of the present parties in interest to the Conditional Sale Agreement and the Lease. The other signature lines which appear in the enclosed counterparts are not relevant for this purpose since they apply only to the Restated Participation Agreement which is not a document on file with the Commission.

Please file and record the Amendment submitted with this letter and assign it Recordation Number 13881-D.

Enclosed is a check for \$10.00 payable to the Interstate Commerce Commission for the recordation fee for the Amendment.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,



Alexander G. Makowski  
As Agent for The Atchison,  
Topeka and Santa Fe Railway  
Company

Agatha L. Mergenovich, Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

Interstate Commerce Commission  
Washington, D.C. 20423

12/22/83

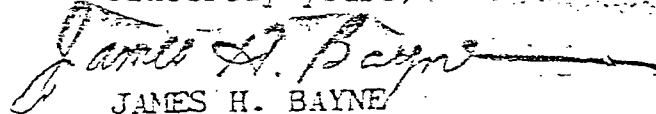
OFFICE OF THE SECRETARY

Alexander G. Makowski  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/22/83** at **11:55am** and assigned re-recording number(s). **13881-D**

Sincerely yours,

  
JAMES H. BAYNE

Secretary

Enclosure(s)

DEC 22 1983 11:45 AM

[CS&M Ref. 2044-498]

INTERSTATE COMMERCE COMMISSION

AMENDED AND RESTATED PARTICIPATION AGREEMENT  
AND AMENDMENT

Among

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,  
as Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
as Agent,

the PARTIES NAMED IN APPENDIX II HERETO,  
as Owners,

THE CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION,  
as Trustee,

CONNELL FINANCE COMPANY, INC.,  
as Investor,

and

the PARTIES NAMED IN APPENDIX I HERETO,  
as Permanent Investors,

DATED AS OF DECEMBER 1, 1983

[Covering 14 GE Diesel Electric Locomotives]

Conditional Sale Indebtedness due January 2, 1998

[Amending and restating the Participation Agreement and  
amending the Conditional Sale Agreement, the Lease of  
Railroad Equipment, the Trust Agreement and the  
Indemnity Agreement, each dated as of December 1,  
1982.]

AMENDED AND RESTATED PARTICIPATION AGREEMENT AND AMENDMENT ("Agreement") dated as of December 1, 1983, among THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation ("Agent"), the PARTIES NAMED IN APPENDIX II HERETO (severally "Owner" and collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, successor to THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee (collectively, the "Trustee") under a Trust Agreement dated as of December 1, 1982, with the Owners ("Trust Agreement"), CONNELL FINANCE COMPANY, INC., a New Jersey corporation ("Investor"), and the PARTIES NAMED IN APPENDIX I HERETO (severally "Permanent Investor" and collectively, together with their successors and assigns, "Permanent Investors").

WHEREAS the parties hereto (other than the Permanent Investors) have entered into a Participation Agreement dated as of December 1, 1982 (the "Participation Agreement"), providing for the purchase of 14 diesel electric locomotives, described in Annex B to the CSA (as hereinafter defined) (the "Equipment"), and their lease to the Lessee;

WHEREAS pursuant to the Trust Agreement and the authorization and direction of each Owner, the Trustee has purchased the Equipment from General Electric Company ("Builder") pursuant to a Conditional Sale Agreement ("CSA") dated as of December 1, 1982; and the Builder has retained a security interest in the units of Equipment constructed, sold and delivered by it pursuant to the CSA until the Trustee fulfills its obligations under the CSA;

WHEREAS the Lessee has leased from the Trustee all the units of the Equipment delivered and accepted under the CSA, pursuant to a Lease of Railroad Equipment ("Lease") dated as of December 1, 1982;

WHEREAS the Investor has furnished 3.53902405% of the cost of the Equipment by investing in the CSA Indebtedness (as defined in paragraph 4.3(b) of the CSA) and is obligated to furnish an additional 51.46097595% of such cost; and the Owners have furnished 2.89556391% of the cost

of such equipment by making funds available to the Trustee under the Trust Agreement and are obligated to furnish an additional 42.10443609% of such cost;

WHEREAS the Lessee has agreed to and will indemnify each Owner pursuant to an Indemnity Agreement ("Indemnity Agreement"), between the Lessee and the Owners, against certain losses, liabilities or expenses incurred or suffered by the Owners;

WHEREAS the security interest of the Builder in the Equipment has been assigned to the Agent, acting on behalf of the Investor, pursuant to an Agreement and Assignment dated as of December 1, 1982 ("CSA Assignment"), and the Lease has been assigned to the Agent pursuant to an Assignment of Lease and Agreement ("Lease Assignment") dated as of December 1, 1982, until the Trustee fulfills all its obligations under the CSA; and the Lessee has acknowledged and consented thereto pursuant to the Consent and Agreement dated as of December 1, 1982 ("Consent");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 28, 1982, at 12:35 p.m., recordation numbers 13881, 13881-A, 13881-B and 13881-C, respectively; and

WHEREAS the Permanent Investors propose to acquire the Investor's interest in the Outstanding CSA Indebtedness (as hereinafter defined) and to furnish an additional 51.46097595% of the cost of the Equipment (the "Deferred Payment") by investing in the CSA Indebtedness pursuant hereto, and the Owners will furnish an additional 42.10443609% of the cost of such Equipment by making funds available to the Trustee under the Trust Agreement, and in connection therewith, the interest rate on the CSA Indebtedness will be changed to 12-3/8% per annum ("Debt Rate") and a corresponding change will be made in the rents and certain other amounts payable under the Lease, all as more fully set forth below;

WHEREAS the parties hereto desire to amend and restate the Participation Agreement and amend the CSA, the Lease, the Indemnity Agreement, the CSA Assignment and the Trust Agreement as herein set forth;

NOW, THEREFORE, in consideration of the agreements and the covenants hereinafter contained, the parties hereby agree as follows:

1. The Trustee and each Owner have entered into the Trust Agreement, and the Trustee has entered into the CSA and pursuant thereto has purchased the units of Equipment described in Annex B to the CSA having an aggregate Purchase Price of \$15,851,829.

The Lessee has assigned, transferred, and set over unto the Trustee and its successors and assigns all the right, title and interest of the Lessee in and to any contractual arrangements with the Builder (such arrangements being hereinafter collectively called the "Purchase Order"), insofar as they relate to the Equipment; provided, however, that it is agreed that all obligations of the Trustee to the Builder under the Purchase Order shall be superseded by the CSA and the obligations of the Trustee to pay for the Equipment shall be exclusively and completely governed by, and subject to, the conditions provided herein and in the CSA.

The parties hereto agree that, subject to the payment by the Permanent Investors of the amounts to be paid by them pursuant to Paragraph 2 hereof, from and after the Deposit Date (a) the Investor hereby transfers and assigns to the Permanent Investors all its right, title and interest in and to the CSA Indebtedness, (b) the Participation Agreement shall be amended and restated and the CSA, the Lease, the Trust Agreement and the Indemnity Agreement shall each be amended as set forth herein and (c) unless the context otherwise requires, the terms "CSA", "Trust Agreement", "Indemnity Agreement" and "Lease", as used in this Agreement, the CSA, the Lease, the Trust Agreement, the CSA Assignment, the Lease Assignment, the Consent and the Indemnity Agreement (collectively, "Participation Documents"), shall mean, respectively, the CSA, the Trust Agreement, the Indemnity Agreement and the Lease, each as amended hereby, and the term "Participation Agreement" as used in any of the Participation Documents, other than this Agreement, shall mean this Agreement. By their execution and delivery of this Agreement, the Owners authorize the Trustee to execute and deliver this Agreement and to carry out its terms.

2. Subject to the terms and conditions hereof, each Permanent Investor will pay to the Agent, in immediately available funds, not later than 11:00 a.m., Baltimore

time, on December 27, 1983 ("Deposit Date"), an amount equal to the amount of the commitment set forth opposite such Permanent Investor's name in Appendix I hereto. All deposits to be made hereunder by the Permanent Investors with the Agent shall be wired to Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland, for credit to its Corporate Trust Department Account No. 619478-8 with advice that the deposit is "Re: ATSF 12/1/82".

Upon payment to the Agent of the amount required to be paid by a Permanent Investor pursuant to this Paragraph 2 on the Deposit Date, the Agent will execute and deliver to such Permanent Investor (or, upon the written request of such Permanent Investor, to the nominee or nominees of such Permanent Investor), a certificate or certificates of interest with respect to such payment, substantially in the form annexed hereto as Appendix III, containing the appropriate information and dated the Deposit Date.

Subject to the terms and conditions hereof, upon payment to the Agent on the Deposit Date of the amount to be paid by each Permanent Investor pursuant hereto, the Agent will pay to the Investor an amount (the "Take Out Amount") equal to the sum of the aggregate unpaid CSA Indebtedness represented by the certificates of interest theretofore delivered to the Investor under the Participation Agreement (the "Outstanding CSA Indebtedness"); and the Investor, simultaneously with the payment to it of such amount, will surrender such certificates to the Agent for cancellation; it being understood that the Owners will pay, or will cause the Trustee to pay, to the Investor on the Deposit Date accrued and unpaid interest to the Deposit Date on the aggregate amount of Outstanding CSA Indebtedness transferred by the Investor at the rates provided in its certificates of interest (the "Debt Rate" as defined therein being deemed to be the Debt Rate as defined in the CSA prior to its amendment pursuant to this Agreement) and the Investor agrees to look solely to the Owners for such payment on the Deposit Date.

Subject to the provisions of Section 4 of the CSA Assignment, and upon payment to the Agent on the Deposit Date of the amount to be paid by each Permanent Investor pursuant hereto, the Agent will pay to the Builder on December 27, 1983, out of the balance of the funds deposited by the Permanent Investors, the Deferred Payment. The Agent hereby represents and warrants to the Permanent Investors that the aggregate of the Take Out Amount and the Deferred



Payment equals the total unpaid principal amount of the CSA Indebtedness which will be outstanding on the Deposit Date. The Investor hereby represents and warrants to the Permanent Investors that on the Deposit Date it will be the holder of all CSA Indebtedness.

The term "business day" as used herein means any calendar day, excluding Saturdays, Sundays and any other day on which banking institutions in Baltimore, Maryland, Hartford, Connecticut, or New York, New York, are authorized or obligated to remain closed. All interest under this Agreement (including payments made pursuant to Paragraph 2 hereof) shall be calculated on the basis of a 360-day year of twelve 30-day months. The rate of interest payable under this Agreement to the Permanent Investors shall be 12-3/8% per annum ("Debt Rate").

As soon as practicable after delivery to each Permanent Investor of the certificate or certificates of interest, the Agent will also deliver to such Permanent Investor a schedule of payments reflecting the dates and amounts of principal and interest payments to be made in respect of such certificate. Each Permanent Investor, simultaneously with the final payment to it of all amounts payable in respect of such certificate, will surrender such certificate to the Agent.

Pursuant to the CSA Assignment the Agent has acquired from the Builder all its right, security title and interest under the CSA, except as specifically excepted by the CSA Assignment. Pursuant to the Lease Assignment, the Agent has acquired for security purposes the rights of the Trustee in, to and under the Lease, except as specifically excepted by the Lease Assignment.

The Participation Documents are hereby approved by the Permanent Investors. Except as herein provided, the Agent will not enter into or consent to any modification or supplement to, or waiver with respect to, any of the Participation Documents without the prior written approval of the holders of interests totaling more than 65% of the aggregate CSA indebtedness then outstanding except to the extent permitted by Article 23 of the CSA. In determining whether the holders of a requisite percentage of the CSA Indebtedness have joined in any request, consent, waiver, approval or amendment under this Agreement, the Agent shall disregard any CSA Indebtedness known by it to be held by the Lessee, either Owner, or their affiliates.

The Agent will hold the moneys deposited with it pursuant hereto and the rights under the CSA acquired under the CSA Assignment, security title to the Equipment following its delivery and acceptance under the CSA, as provided in the CSA Assignment and the CSA, the security interest in the Lease and any payments received by it pursuant to the Lease, in trust for the benefit of the Permanent Investors. It is expressly understood and agreed that the obligations of the Agent hereunder as such title holder and with respect to the payments to the Permanent Investors to be made by the Agent are only those expressly set forth herein.

All transactions pursuant hereto which shall occur on the Deposit Date shall be deemed for purposes of this Agreement, the CSA, the Lease and the Trust Agreement to have occurred simultaneously.

3. The Lessee represents and warrants to each Owner, the Trustee, the Agent, the Investor and each Permanent Investor as follows:

(a) The Lessee is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and is in good standing in such other jurisdictions in which the business and activities of the Lessee require such qualification except when failure to do so shall not have a materially adverse effect on the Lessee and its subsidiaries taken as a whole.

(b) The Lessee has full corporate power and authority and legal right to carry on its business as now conducted, and is duly authorized and empowered to execute and deliver this Agreement, the Lease, the Consent and the Indemnity Agreement ("Lessee Documents") and to fulfill and comply with the terms, conditions and provisions thereof; the Lessee Documents have been duly authorized, and have been, or will be on or before the Deposit Date, duly executed and delivered by the Lessee, and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute or will then constitute legal, valid and binding agreements, enforceable against the Lessee in accordance with their terms.

(c) There is no action, suit or proceeding, whether or not purportedly on behalf of the Lessee, pending or (to the knowledge of the Lessee) threatened

against or affecting the Lessee or any property rights of the Lessee at law or in equity, or before any commission or other administrative agency, which in light of the probable outcome thereof, as determined by counsel to the Lessee, would materially and adversely affect the consolidated financial condition or consolidated results of operations of the Lessee or its ability to perform its obligations under the Lessee Documents; and the Lessee is not in default with respect to any order or decree, of which it has knowledge, of any court or governmental commission, agency or instrumentality which would materially and adversely affect the consolidated financial condition or consolidated results of operations of the Lessee.

(d) Neither the execution and delivery of the Lessee Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of the charter or the by-laws of the Lessee or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is a party or by which it or its property may be bound, or constitute (with or without the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon any property of the Lessee or upon the Equipment pursuant to the terms of any such agreement or instrument, other than any encumbrance on the leasehold estate of the Lessee which is subject and subordinate to the interests of the Trustee and the Agent. The Lessee is not in default, and no event has occurred which, with the giving of notice or lapse of time or both would be a default, under any of the terms, conditions or provisions of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is a party or by which it or its property may be bound which would adversely affect the Lessee's ability to perform its obligations under the Lessee Documents.

(e) Neither the execution and delivery by the Lessee of the Lessee Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of any law,

or any regulation, order, injunction or decree of any court or governmental instrumentality.

(f) On or before the Deposit Date, this Agreement will have been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and such filing and deposit (together with the prior filing of the CSA, the CSA Assignment, the Lease and the Lease Assignment) will protect the Agent's and the Trustee's interests in and to the Lease and in and to the Equipment and no other filing, recording or deposit (or giving of notice) with any other Federal, state or local government is necessary in order to protect the interests of the Agent or the Trustee under the CSA or the Lease in and to the Equipment in the United States of America.

(g) The Lessee is not entering into this Agreement or any other transaction contemplated hereby, directly or indirectly in connection with any arrangement or understanding by it in any way involving any employee benefit plan (other than a governmental plan) with respect to which it, any Owner, the Builder, the Investor, any Permanent Investor or the Trustee in its individual capacity is a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA"). The Lessee covenants that it will not sublease the Equipment subject to the Lease to any person which is at the time known to the Lessee to be a party in interest with respect to any employee benefit plan the assets of which were used by any Owner or any Permanent Investor in making its investment pursuant to this Agreement, all within the meaning of ERISA.

(h) No authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia, is necessary in connection with the execution, delivery and performance of the Lessee Documents.

(i) The Lessee has not directly or indirectly offered or sold any of the CSA Indebtedness to, solicited offers to buy any of the CSA Indebtedness from, or otherwise approached or negotiated in respect of the purchase or sale or other disposition of any of the CSA Indebtedness with, any person so as to require registration of the sale of the CSA Indebtedness in

accordance with the provisions of the Securities Act of 1933, as amended, or to require the qualification of the CSA or any other instrument or agreement contemplated hereby or thereby under the Trust Indenture Act of 1939. The Lessee will not offer any CSA Indebtedness to, or solicit any offer to buy any thereof from, any other person or approach or negotiate with any other person in respect thereof, so as to require registration of the sale of the CSA Indebtedness in accordance with the provisions of said Securities Act.

(j) The Lessee has filed all Federal tax returns and all foreign, state and local tax returns which (to its knowledge) are required to be filed, and has paid or made provision for the payment of, all taxes which have or may become due pursuant to said returns or pursuant to any assessment received by it, other than taxes which are being contested in good faith.

(k) The Lessee has furnished to the Trustee, the Agent and each Permanent Investor audited consolidated balance sheets of the Lessee as of December 31, 1982, and related statements of consolidated income, stockholders' equity and changes in financial position for the years then ended. Such financial statements are in accordance with the books and records of the Lessee and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods covered by the financial statements. The financial statements present fairly the financial condition of the Lessee at such dates and the results of its operations and changes in its financial position for such periods; and from the date of the last balance sheet there has not been any material adverse change in the consolidated financial condition or consolidated results of operations of the Lessee.

4. Each Owner represents and warrants to the Trustee, the Lessee, the Agent, the Investor, each Permanent Investor and the other Owner as follows:

(a) Such Owner is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation.

(b) Such Owner has the power and authority and legal right to carry on its business as now conducted and is duly authorized and empowered to execute and

deliver this Agreement, the Indemnity Agreement and the Trust Agreement ("Owner Documents") and to fulfill and comply with the terms, conditions and provisions thereof.

(c) The Owner Documents have been duly authorized, executed and delivered by such Owner and, assuming due authorization, execution and delivery by the other parties thereto, are legal, valid and binding instruments, enforceable against such Owner in accordance with their terms.

(d) Neither the execution and delivery of the Owner Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with or result in a breach of, any of the terms, conditions or provisions of the charter or by-laws of such Owner or of any bond, debenture, note, mortgage, indenture, agreement or other instrument pursuant to which indebtedness for money borrowed has been incurred to which such Owner is a party or by which it or its property may be bound, or constitute (with or without the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon the Equipment pursuant to the terms of any such agreement or instrument. Such Owner is not in default, and no event has occurred which, with the giving of notice or lapse of time or both would be a default, under any of the terms, conditions or provisions of any such bond, debenture, note, mortgage, indenture, agreement or other instrument to which such Owner is a party or by which it or its property may be bound which would materially and adversely affect its ability to perform its obligations under the Owner Documents.

(e) Neither the execution and delivery by such Owner of the Owner Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of any law, or any regulation, order, injunction or decree of any court or governmental instrumentality.

(f) No authorization or approval from any governmental or public body or authority of the United States

of America, or of any of the states thereof or the District of Columbia is, to its knowledge, necessary in connection with the execution, delivery and performance of the Owner Documents.

(g) There are no actions, suits or proceedings, whether or not purportedly on behalf of such Owner, pending or (to the knowledge of such Owner) threatened against or affecting such Owner or any property rights of such Owner at law or in equity, or before any commission or other administrative agency, which, if determined adversely to such Owner, would materially and adversely affect the condition, financial or otherwise, of such Owner or its ability to perform its obligations under the Owner Documents.

(h) Such Owner is making its investment in the Equipment (pursuant to the Trust Agreement and this Agreement) with its general assets, and not directly or indirectly with the assets of, or in connection with any arrangement or understanding by it in any way involving, any employee benefit plan (other than a governmental plan), all within the meaning of ERISA. Such Owner covenants that it will not transfer its interest acquired pursuant to this Agreement (and the Trust Agreement) directly or indirectly to, or in connection with any arrangement or understanding by it in any way involving, any employee benefit plan with respect to which the Lessee, such Owner, the other Owner, the Builder, any Permanent Investor or the Trustee in its individual capacity is at the time a party in interest, all within the meaning of ERISA.

5. Each Permanent Investor and, in the case of subparagraph (c), the Investor, represents to the Trustee, the Lessee, the Owners, the Investor and each other Permanent Investor as follows:

(a) Such Permanent Investor is acquiring its interest in the aggregate CSA Indebtedness for its own account for investment and not with a view to, or for sale in connection with, the distribution of the same, nor with any present intention of distribution or selling the same; provided, however, that the disposition of its property shall at all times be within its control.

(b) Either such Permanent Investor is acquiring its interest in the CSA Indebtedness with assets of a

"governmental plan" or such Permanent Investor is not acquiring such interest directly or indirectly with assets drawn from any "separate account", all as defined in ERISA.

(c) Such Permanent Investor and the Investor represents that it has full power and authority to execute and deliver this Agreement and to carry out its terms.

Each Permanent Investor hereby agrees that any transfer of all or any part of its interest in the CSA Indebtedness shall be upon the express condition that the transferee thereof shall be bound by the terms of this Agreement. Prior to any such transfer, such Permanent Investor shall notify the Agent in writing thereof; and the Agent shall cause to be prepared and delivered to such Permanent Investor an appropriate agreement, to be entered into among such Permanent Investor, such transferee and the Agent, evidencing such transfer upon the terms hereof.

6. The Trustee represents and warrants to each Owner, the Lessee, the Agent, the Investor and each Permanent Investor as follows:

(a) The Trustee is a national banking association duly organized and existing under the laws of the United States.

(b) The Trustee has the corporate power and authority and legal right under Connecticut and Federal law to carry on its business as now conducted and is duly authorized and empowered under such laws, acting pursuant to the Trust Agreement, to execute and deliver this Agreement and to fulfill and comply with the terms, conditions and provisions of this Agreement, the CSA, the Lease, the Lease Assignment and the Acknowledgment of Notice of Assignment ("Trustee Documents").

(c) The Trustee Documents have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the other parties thereto, are legal, valid and binding instruments of the Trustee, enforceable against the Trustee in accordance with their terms.

(d) The Trustee is not entering into this Agreement, or any other transaction contemplated hereby, directly or indirectly in connection with any



arrangement by it in any way involving any employee benefit plan (other than a governmental plan), with respect to which the Trustee in its individual capacity, or to its knowledge, any Owner, the Builder, any Permanent Investor or the Lessee is a party in interest, all within the meaning of ERISA.

7. The obligation of each Permanent Investor to make payment to the Agent pursuant to Paragraph 2 hereof and the obligation of the Agent to make payment to the Investor on the Deposit Date or to the Builder pursuant to Paragraph 2 hereof shall be subject to the receipt by the Agent on or prior to the Deposit Date of the following documents, dated (except in the case of the opinion referred to in subparagraph (d) below and the policies or certificates referred to in subparagraph (h) below) on or not more than 10 days prior to the Deposit Date:

(a) An opinion of Messrs. Cravath, Swaine & Moore, special counsel for the Investor, the Permanent Investors and the Agent, to the effect that:

(i) this Agreement, assuming due authorization, execution and delivery by each Permanent Investor, has been duly authorized, executed and delivered and is a legal, valid and binding instrument;

(ii) the CSA and the Lease have been duly authorized, executed and delivered and are legal, valid and binding instruments, enforceable in accordance with their terms;

(iii) the CSA Assignment, the Lease Assignment and the Consent have been duly authorized, executed and delivered and each is a legal, valid and binding instrument;

(iv) the Agent is vested with all the rights, titles, interests, powers and privileges of the Builder purported to be assigned to it by the CSA Assignment and the Agent has a valid security interest therein, and the Equipment, at the time of delivery thereof to the Railroad under the CSA, was free of all claims, liens, security interests and other encumbrances (other than those created by the CSA);

(v) this Agreement, the CSA, the CSA Assignment, the Lease, the Lease Assignment and the Consent have been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and no other filing, recording or deposit (or giving of notice) with any other Federal, state or local government is necessary in order to protect the rights of the Agent therein or in the Equipment in any state of the United States of America;

(vi) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to the knowledge of said counsel, necessary in connection with the execution, delivery and performance of this Agreement, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Consent;

(vii) under the circumstances contemplated by this Agreement it is not necessary to register the CSA, the CSA Assignment or any certificate of interest delivered pursuant hereto under the Securities Act of 1933, as in effect on the date of such opinion, or to qualify the CSA or any other instrument or agreement contemplated hereby or thereby under the Trust Indenture Act of 1939, as in effect on the date of such opinion;

(viii) the legal opinions referred to in subparagraphs (b), (c), (d) and (e) of this Paragraph 7 are satisfactory in form and scope to said special counsel and that in their opinion the Permanent Investors, the Investor, the Agent and they are justified in relying thereon;

and as to such other matters incident to the transactions contemplated by this Agreement as the Permanent Investors may reasonably request.

(b) An opinion of counsel for each Owner, to the effect set forth in subparagraphs (a), (b), (c) and (f) of Paragraph 4, insofar as such matters relate to such Owner.

(c) An opinion of counsel for the Lessee, to the effect set forth in subparagraphs (a), (b), (c), (e),

(f) and (h) of Paragraph 3 and to the further effect that:

(i) other than liens and encumbrances which might attach and will be subject and subordinate to the right, title and interest of the Agent and the Trustee, no mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely the right, title and interest of the Trustee or the Owners or the Agent therein; and

(ii) neither the execution and delivery of the Lessee Documents, nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of the charter or the by-laws of the Lessee or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is a party or by which it or its property may be bound, or constitute (with the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon any property of the Lessee or upon the Equipment pursuant to the terms of any such agreement or instrument, other than any encumbrance on the leasehold estate of the Lessee which is subject and subordinate to the interests of the Trustee and the Agent.

(d) An opinion of counsel for the Builder to the effect set forth in clause (iv) of subparagraph (a) of this Paragraph 7 and to the further effect that (i) the Builder is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as now conducted, and (ii) the CSA and the CSA Assignment have been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the Trustee and the Agent, respectively,

are legal and valid instruments binding on the Builder, enforceable in accordance with their respective terms.

(e) An opinion of counsel for the Trustee to the effect set forth in subparagraphs (a), (b) and (c) of Paragraph 6.

(f) A Certificate of an officer of the Lessee to the effect that the Lessee's representations and warranties contained in this Agreement are true on and as of the Deposit Date, with the same effect as though made on such date, that the Lessee is not currently in default nor does a condition exist nor has an event occurred which with the lapse of time and/or the giving of notice would constitute a default under this Agreement or the Lease and that there has been no material adverse change in the consolidated financial condition or consolidated results of operation of the Lessee from that shown in the last audited financial statement referred to in Paragraph 3(k) hereof.

(g) A Certificate of an officer of each Owner to the effect that:

(i) no Federal tax liens (including tax liens filed pursuant to section 6323 of the Internal Revenue Code of 1954, as amended) or, to the best of his knowledge and belief, other tax liens have been filed and are currently in effect against such Owner which could adversely affect the interests of the Agent in the Equipment or the Lease;

(ii) no mortgage, deed of trust or other lien of any nature whatsoever now in existence which now covers or affects, or which may hereafter cover or affect, any property or interest therein of such Owner, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely the right, title and interest of the Agent therein; and

(iii) such Owner's representations and warranties contained in this Agreement are true on and as of the Deposit Date with the same effect as if made on such date.

(h) Certificates of insurance required to be delivered pursuant to the last sentence of § 7.7(1) of the Lease.

(i) Executed counterparts of this Agreement.

(j) Agreement and Consent executed by the Builder evidencing its consent to the transactions contemplated by this Agreement.

In giving the opinions specified in this Paragraph 7, counsel may qualify its opinion to the effect that any agreement is enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in subparagraph (a) of this Paragraph 7, counsel may rely (i) as to authorization, execution and delivery by the Builder of the documents executed by the Builder and, as to title of the Builder to its Equipment, on the opinion of counsel for the Builder and (ii) as to any matter governed by the law of any jurisdiction other than the State of New York or the United States, on the opinion of counsel for any Owner, the Trustee, the Builder, or the Lessee as to such matter. In giving the opinion specified in subparagraph (c) of this Paragraph 7, counsel may assume as to any matter governed by the law of any jurisdiction other than the States of Illinois or Delaware or the United States that the law of such other jurisdiction is the same as the law of the State of Illinois.

The Deposit Date closing hereunder shall take place at the offices of Messrs. Cravath, Swaine & Moore, in New York, New York.

8. The Agent will accept payments made to it by or for the account of the Trustee pursuant to the CSA and the CSA Assignment on account of the principal of or accrued interest on the CSA Indebtedness and will apply such payments promptly first, to the pro rata payment to each Permanent Investor of interest payable on the CSA Indebtedness, and second, to the pro rata payment to each Permanent Investor of the installments of CSA Indebtedness in the order of maturity thereof until the same shall have been paid in full.

The Agent will accept all sums paid to it pursuant to Article 7 of the CSA with respect to Casualty Occurrences

(as therein defined) and will apply such sums to the prepayment of each of the installments of the CSA Indebtedness remaining unpaid (in proportion to the principal amount of CSA Indebtedness represented by each such installment), without premium, together with interest accrued and unpaid on such prepaid CSA Indebtedness and will distribute such prepayment and interest pro rata thereon to each Permanent Investor. The Owners or, absent delivery by the Owners as described herein, the Agent will deliver to each Permanent Investor a revised schedule of payments showing the reduction in the installments of the CSA Indebtedness remaining unpaid and the interest payable thereon.

Notwithstanding anything to the contrary contained herein, if a Declaration of Default (as defined in paragraph 16.1 of the CSA) is in effect, all moneys held by or coming into the possession of the Agent under the CSA, the CSA Assignment, the Lease or the Lease Assignment applicable to the payment or prepayment of CSA Indebtedness or interest thereon (including, without limitation, the net proceeds of any repossession and sale or lease of any unit of the Equipment after deduction of all expenses, including reasonable counsel fees, incurred by the Agent in connection with such repossession and sale or lease or otherwise hereunder in connection with the CSA and the CSA Assignment which shall not theretofore have been reimbursed to the Agent by the Trustee pursuant to the CSA) shall be distributed immediately by the Agent to the Permanent Investors; and the Agent shall otherwise take such action as is referred to in this Paragraph 8.

All payments to be made by the Agent hereunder shall (subject to timely receipt by the Agent of available funds) be made on the date such payment is due by bank wire of immediately available funds to the Investor or the Permanent Investors at the addresses specified in Appendix I hereto or such other addresses as may be specified to the Agent in writing. Subject to the timely receipt by the Trustee of available funds, the Trustee will make each payment required to be made by it to the Agent hereunder in immediately available funds at or prior to 11 a.m. in the city in which such payment is to be made.

So long as, to the actual knowledge of the Agent, no Default shall have occurred and be continuing, the Agent shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights or taking or refraining from taking any action which may be vested in it, or which it may be entitled to assert or take,

hereunder or under the CSA, the CSA Assignment, the Lease or the Lease Assignment except as otherwise specifically provided herein. The Agent shall not incur any liability hereunder or otherwise in acting upon any notice, certificate or other paper or instrument believed by it to be genuine and signed by the proper party or parties, or with respect to anything which it may do or refrain from doing in the exercise of its best judgment, or which may seem to it to be necessary or desirable in the premises, except liability resulting from its own misconduct or negligence. In case the Agent shall have actual knowledge of the occurrence of a Default it shall promptly notify the Trustee, each Owner, the Lessee and each Permanent Investor thereof. The Agent shall take such action and assert such rights under the CSA and the Lease as shall be agreed upon by the holders of interests totaling more than 65% of the aggregate CSA Indebtedness then outstanding. In case the Agent is required to take action hereunder, it shall be indemnified against any liability or expense, including reasonable counsel fees, in connection with taking such action or asserting such rights by such holders in proportion to their respective interests in the aggregate CSA Indebtedness then outstanding.

The Agent may consult with legal counsel of its own choice and shall not be under any liability for any action taken or suffered in good faith by it in accordance with the opinion of such counsel.

The Agent will promptly mail or deliver one counterpart or copy of all notices, statements, documents or schedules received by it from the Trustee or the Lessee pursuant to this Agreement, the CSA, the CSA Assignment, the Lease or the Lease Agreement to the Permanent Investors and Owners.

All notices, instructions, directions and approvals to be delivered hereunder to the Agent by the Investor or any Permanent Investor shall be in writing signed by an authorized employee of the Investor or such Permanent Investor, and the Agent may rely on any notice, instruction, direction or approval so signed.

The Agent represents and warrants that it has all necessary corporate authority to enter into this Agreement and to execute and deliver the certificates of interest. The Agent does not make any representation or assume any responsibility with respect to (i) the validity of the CSA, the CSA Assignment, the Lease, the Lease Assignment or any

certificate of interest (except with respect to its own execution thereof) or any of the matters covered thereby or (ii) the value of or the title to the Equipment.

In the event of any dispute with respect to the delivery or ownership or right to possession of funds or documents at any time held by the Agent hereunder, or with respect to title to any unit of the Equipment, the Agent is hereby authorized and directed to retain, without liability to anyone, all or any of such funds or documents and title to such unit of the Equipment until such dispute shall have been settled either by agreement of the Permanent Investors or by final order, decree or judgment of a court of competent jurisdiction. During any such dispute, the Agent will invest any funds held by it subject to the dispute in such investments as shall be specified by the holders of interests totaling more than 50% of the aggregate CSA Indebtedness then outstanding.

The Agent shall be entitled to terminate its duties and responsibilities hereunder by giving written notice to the Permanent Investors that it desires to terminate such duties and responsibilities on a date (at least 30 days subsequent to the giving of such notice) stated in said notice, it being understood and agreed that the Agent shall also give such notice if it is directed to do so by the holders of interests totaling more than 50% of the aggregate CSA Indebtedness then outstanding. If, prior to the date stated in said notice, the holders of interests totaling more than 50% of the CSA Indebtedness then outstanding shall have requested in writing that the Agent assign to a person or institution designated by such holders all right, title and interest of the Agent under the CSA and the CSA Assignment and in and to the Equipment and the Lease, the Agent shall comply with such request. In the event that such request is not received by the Agent on or before the date designated in said notice, the Agent shall be entitled to appoint a successor to act hereunder (which successor shall be a bank or trust company located in the Borough of Manhattan, City and State of New York, Chicago, Illinois, or Baltimore, Maryland, having capital and surplus aggregating at least \$50,000,000) and to assign to such successor, subject to the provisions of this Agreement, all such right, title and interest of the Agent. Upon such assignment by the Agent to a person or institution designated by the Permanent Investors or, in the absence of such designation, to a successor appointed by the Agent, the Agent shall thereupon be relieved of all duties and responsibilities hereunder.



9. The Lessee will deliver or cause to be delivered to the Trustee, the Agent, each Owner and each Permanent Investor, as soon as available and in any event within 120 days after the end of each fiscal year, a certificate signed by any Vice President, the Treasurer or any Assistant Treasurer of the Lessee (A) stating that he has reviewed the activities of the Lessee during such year and that, to the best of his knowledge, the Lessee during such year has kept, observed, performed and fulfilled each and every covenant, obligation and condition contained herein and in the Lease, or (B) if an Event of Default (as defined in the Lease) shall exist or if an event has occurred and is continuing which, with the giving of notice or the passage of time or both, would constitute an Event of Default, specifying such Event of Default and all such events and the nature and status thereof. If such Event of Default shall occur, the Lessee will satisfy reasonable requests for information related to the Lease transaction that shall be made by any Owner or Investor. The Lessee will deliver or cause to be delivered to each Owner and each Permanent Investor, (i) as soon as available, and in any event within 60 days after the end of the first, second and third quarterly accounting periods in each fiscal year of the Lessee, copies of the balance sheet of the Lessee as of the end of such accounting period and copies of the related statements of income and retained earnings of the Lessee for the portion of its fiscal year ended with the last day of such quarterly accounting period, all in reasonable detail, certified by any Vice President or the Treasurer of the Lessee, as appropriate, and stating in comparative form the figures for the corresponding date and period in the previous fiscal year, (ii) as soon as available, and in any event within 120 days after the end of each fiscal year, copies of the balance sheet of the Lessee as at the end of such fiscal year, and of the statements of income and retained earnings of the Lessee for such fiscal year, all in reasonable detail and stating in comparative form the consolidated figures as of the end of and for the previous fiscal year, certified by a firm of nationally recognized independent certified public accountants selected by the Lessee, and (iii) as soon as available, copies of each annual report and quarterly report to stockholders of the Lessee or its parent corporation, each report to the Securities and Exchange Commission which is required to be filed by the Lessee or its parent corporation, including reports on Forms 8-K, 10-Q and 10-K, and each prospectus issued in connection with a public offering of securities of the Lessee. If requested by an Owner or any Permanent Investor, the Lessee will deliver to such Owner or Permanent

Investor copies of the quarterly and annual financial reports filed by the Lessee with the Interstate Commerce Commission.

10. The Owners shall cause the Trustee to pay, or to cause to be paid, (i) the reasonable fees and disbursements of Messrs. Cravath, Swaine & Moore as special counsel for the Agent, the Permanent Investors and the Investor and the cost of producing and reproducing the Participation Agreement, this amendment and restatement thereof, the Lease, the Trust Agreement, the CSA, the CSA Assignment, the Lease Assignment, the Consent and the Indemnity Agreement, (ii) the fee payable to the placing agent in connection with the placement of the CSA Indebtedness with the Permanent Investors, (iii) the reasonable fees and disbursements of counsel to the Owners, (iv) the reasonable routine and ordinary fees, costs and disbursements of the Agent and the Trustee (including the cost of delivery for the certificates of interest and counsel fees pursuant to this Agreement) except those subsequent to any termination of the Lease by the Agent or attributable to periods during a continuance of a Declaration of Default under Article 16 of the CSA (which shall be paid by the Lessee) and (v) the cost of obtaining the opinion of the independent expert appraiser furnished in connection with the first delivery of Equipment under the CSA. The Lessee shall bear (a) the costs of filing, recording and giving public notice or publication as to such filing and recording of this Agreement, the Lease, the CSA, the CSA Assignment and the Lease Assignment and any amendments or supplements thereto with the Interstate Commerce Commission and (b) the costs of producing and reproducing any such amendments or supplements and the reasonable fees and disbursements of Messrs. Cravath, Swaine & Moore in connection therewith. The Permanent Investors, the Investor and the Agent shall have no liability for any of the aforesaid fees, costs, disbursements and expenses or for any other expenses. If the transaction contemplated hereby shall not be consummated through no fault of the Owners, the Lessee shall pay the fees, disbursements and expenses referred to above as payable by the Owners.

11. All documents deliverable hereunder to the Agent shall be delivered to it at its address at P.O. Box 2258 (or if by hand, 2 Hopkins Plaza), Baltimore, Maryland 21203, Attention of Corporate Trust Department, or as the Agent may otherwise specify.

All documents, notices and funds deliverable hereunder to the Trustee shall be delivered to it at its address at One Constitution Plaza, Hartford, Connecticut 06115, Attention of Corporate Trust Department, or as the Trustee may otherwise specify, with copies to each of the Owners at their addresses set forth in Appendix II hereto.

All documents and funds deliverable hereunder to the Investor shall be delivered to its address set forth in Appendix I hereto, or as the Investor may otherwise specify.

All documents and funds deliverable hereunder to any Permanent Investor shall be delivered to its address set forth in Appendix I hereto, or as such Permanent Investor may otherwise specify.

All documents deliverable hereunder to any Owner shall be delivered to its address set forth in Appendix II hereto, or as such Owner may otherwise specify.

All documents deliverable hereunder to Messrs. Cravath, Swaine & Moore shall be delivered to them at One Chase Manhattan Plaza, New York, New York 10005.

All documents deliverable hereunder to the Lessee shall be delivered to its address set forth in the Lease.

12. In the event that the Trustee or the Lessee shall have knowledge of a Default, such party shall give prompt telephonic notice (confirmed in writing) thereof to the Agent, each Permanent Investor and each Owner. In the case of the Trustee, knowledge shall mean actual knowledge of an officer or employee in its Corporate Trust Department.

13. So long as no Event of Default shall have occurred and be continuing under the Lease, at least two business days prior to July 2, 1984, and each July 2 thereafter, to and including July 2, 1997 (such dates at least two business days prior to each such date being hereinafter referred to as "Funding Dates"), General Electric Credit Corporation ("GECC") and Connell Leasing Company ("Connell"), a division of Connell Rice & Sugar Co., Inc., shall each wire funds to the Trustee in an amount equal to 80% in the case of GECC, and 20% in the case of Connell, of the interest due under the CSA on the next following Interest Payment Date (as defined in paragraph 4.4 of the CSA). Upon receipt of such funds, the Trustee shall promptly give notice of such receipt to the Agent by telephone, and the Trustee shall cause such funds so received to be advanced to

the Agent in immediately available funds on the Interest Payment Date next following such Funding Date. If the Agent shall fail to receive such notice from the Trustee on such Funding Date or shall fail to receive such funds on such Interest Payment Date, the Agent will forthwith give notice to such effect to the Lessee, GECC and Connell by telephone, confirmed promptly by telegraph; provided, however, that the failure of the Agent to so notify the Lessee, GECC or Connell shall not affect the obligations of the Lessee under the Lease or the Trustee under the CSA; and provided, further, however, that the agreement of GECC and Connell to wire such funds is made solely for the benefit of the Lessee, and neither the Agent nor any Permanent Investor shall have any recourse against GECC or Connell by virtue of the failure of GECC or Connell to wire such funds. In the event of such failure, then the Lessee shall make the additional rental payment due from the Lessee under § 3.1(4) of the Lease to the extent required by such failure.

To the extent of funds received, the Agent will apply the same to the payment of interest on the CSA Indebtedness on the Interest Payment Date.

In the event that the Lessee shall be required to make any such payment:

(a) the Lessee shall be entitled to an offset against the next rental payment due under the Lease (to the extent such payment is not required to discharge the principal and interest on the CSA Indebtedness) as provided in § 3.1(4) of the Lease; and

(b) if after effecting such offset there remains any amount owing to the Lessee, the Lessee may demand repayment thereof from each non-funding Owner, and each non-funding Owner shall repay its proportionate share of such amount to the Lessee within 15 days of such demand, together with interest thereon at the applicable interest rate on the CSA Indebtedness plus 1%.

All payments required to be made to the Agent hereunder shall be wired to Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland, for credit to its Corporate Trust Department's Account No. 619478-8 with advice that the payment is "Re: ATSF 12/1/82".

14. Anything herein to the contrary notwithstanding, each and all of the representations, warranties and agreements herein made on the part of the financial

institution acting as Trustee (except its representations and warranties under Paragraph 6 hereof but not as to the enforceability of any document other than the Trust Agreement) are each and every one of them made and intended not as personal representations, warranties and agreements by said financial institution in its individual capacity or for the purpose or with the intention of binding said financial institution personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Agreement is executed and delivered by the Trustee solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said financial institution (except as aforesaid) on account of any representation, warranty or agreement hereunder of the Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Lessee, the Agent and each Permanent Investor and by all persons claiming by, through or under the Lessee, the Agent and each Permanent Investor; provided, however, that the Lessee, the Agent and each Permanent Investor or any person claiming by, through or under any of them, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

15. Anything herein or in the Participation Documents to the contrary notwithstanding, as an inducement to the Permanent Investors to participate in the transaction contemplated hereby, Connell unconditionally agrees that if there is any default in the payment of the CSA Indebtedness or any interest thereon and, as a result thereof, the Agent makes a Declaration of Default (as defined in Paragraph 16.1 of the CSA), Connell will pay to the Agent, on account of such CSA Indebtedness or interest, an amount equal to 20% of the aggregate amount of CSA Indebtedness and interest thereon at the time in default, any such payment to be made by Connell to the Agent promptly upon receipt of written notice from the Agent to Connell of the amount payable; provided, however, that prior to the delivery of such notice the Agent shall have pursued all remedies reasonably available to it under the CSA and the Lease Assignment.

16. The terms of this Agreement and all rights and obligations of the parties hereto hereunder shall be governed by the laws of the State of New York. Such terms, rights and obligations may not be changed orally but may be changed only by an agreement in writing signed by the party against whom enforcement of such change is sought.

17. Each Owner severally agrees, for the benefit of the Permanent Investors, to take all necessary action, including without limitation, payment of funds, to enable the Trustee to discharge pursuant to the proviso in paragraph 13.3 of the CSA the claims, liens, charges or security interests referred to in said paragraph claimed by any party from, through or under such Owner.

18. The Trustee and the Agent, as assignee of the Builder, agree that, subject to the payment by the Permanent Investors of the amounts to be paid by them pursuant to Paragraph 2 hereof, the CSA shall be amended as follows:

(a) In Section 4.3(a)(ii), the reference to December 28, 1983, shall be changed to December 27, 1983.

(b) The second and third sentences of Section 4.4 thereof are deleted and the following sentences are substituted therefor:

"The unpaid balance of the CSA Indebtedness shall bear interest from the Deposit Date (as defined in the Participation Agreement) at the rate of 12-3/8% per annum ("Debt Rate"). Interest on the unpaid balance of the CSA Indebtedness shall be payable on January 2 and July 2 in each year, commencing January 2, 1984, to and including January 2, 1998 (each such date being hereinafter called an "Interest Payment Date")."

(c) The words ", Paragraph 20 of the Participation Agreement" in line 5 of Section 4.7 thereof are deleted.

(d) In the second and third lines of Section 6.1, the words "and each Investor" are deleted and the following is substituted therefore: "(which term shall be deemed to include, for the purposes of this Article, each Investor)".

(e) The reference in Section 14.4 to Items 3 and 4 of Annex A shall be changed to Items 2 and 3 of Annex A.

(f) Schedule I to the CSA is hereby deleted in its entirety and the revised schedule set forth in Appendix IV hereto is substituted therefor.

19. The parties hereto agree that, subject to the payment by the Permanent Investors of the amounts to be paid by them pursuant to Paragraph 2 hereof, the Lease shall be amended as follows:

(a) Clause (i) of the first sentence in § 3.1(2) is deleted and the following language is substituted therefor:

"(i) the CSA indebtedness shall bear interest at a rate of 11% per annum until December 27, 1983, and a rate of 12-3/8% per annum at all times thereafter,"

(b) In § 3.1(2), the reference to Paragraph 12 of the Participation Agreement shall be changed to Paragraph 10 of the Participation Agreement.

(c) In § 3.1(4), the references to Paragraph 15 of the Participation Agreement shall be changed to Paragraph 13 of the Participation Agreement.

(d) In the third line of § 6.1, the words "and each Investor" are deleted and the following is substituted therefore: "(which term shall be deemed to include, for the purposes of this Section, each Investor)".

(e) In clause (ii) of § 7.5(b), the percentage which appears therein shall be changed to 1.9437%.

(f) Appendices B-1, B-2 and C to the Lease are hereby deleted in their entirety and the revised Appendices B-1, B-2 and C as set forth in Appendices V, VI and VII hereto, respectively, are substituted therefor.

20. The parties to the Indemnity Agreement agree that, subject to the payment by the Permanent Investors of the amounts to be paid to them pursuant to Paragraph 2 hereof, the Indemnity Agreement shall be amended as follows: in Recital C, the reference to the institutional investor shall refer to the Permanent Investors.

21. The parties to the CSA Assignment agree that in Section 4 the reference to Paragraphs 7 and 8 of the Participation Agreement shall be changed to Paragraph 7 of the Participation Agreement and the reference to December 28, 1983, shall be changed to December 27, 1983.

22. The parties to the Trust Agreement agree that the reference in Section 1.04 to Paragraphs 12 and 15 of the Participation Agreement shall be changed to Paragraphs 10 and 13 of the Participation Agreement and the reference in Section 4.06 to Paragraph 12(ii) of the Participation Agreement shall be changed to Paragraph 10(iii) of the Participation Agreement.

23. Except as amended hereby, the CSA, the Lease, the Indemnity Agreement, the CSA Assignment and the Trust Agreement shall remain in full force and effect.

24. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as all counterparts shall be signed by the Agent; and the Trustee, each Owner, the Lessee, each Permanent Investor and the Investor shall sign a counterpart which shall be effective upon delivery thereof to Messrs. Cravath, Swaine & Moore, at their offices in New York, New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

[Corporate Seal]

Attest:

by

T. M. McGovern  
Assistant Secretary

THE ATCHISON, TOPEKA AND SANTA  
FE RAILWAY COMPANY,

by

H. C. C. C.  
President

[Corporate Seal]

Attest:

by

L. S. S.  
Assistant Corporate  
Trust Officer

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent as  
aforesaid,

by

R. S. S.  
Assistant Vice President



[Corporate Seal]

Attest:

by

\_\_\_\_\_  
Authorized Signature

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Trustee as aforesaid,

by

\_\_\_\_\_  
Authorized Officer

GENERAL ELECTRIC CREDIT  
CORPORATION,

by

\_\_\_\_\_  
Vice President

CONNELL LEASING COMPANY,  
(a division of Connell Rice  
& Sugar Co., Inc.),

by

\_\_\_\_\_  
President

CONNELL FINANCE COMPANY, INC.,

by

\_\_\_\_\_  
President

STATE OF WISCONSIN INVESTMENT  
BOARD,

by

\_\_\_\_\_  
Executive Director

HOME BENEFICIAL LIFE INSURANCE  
COMPANY,

by

\_\_\_\_\_  
Vice President

LIFE INSURANCE COMPANY OF  
GEORGIA,

by

\_\_\_\_\_  
Title:

WOODMEN ACCIDENT AND LIFE  
COMPANY,

by

\_\_\_\_\_  
Title:

STATE OF ILLINOIS, )  
 )  
COUNTY OF COOK, )

On this 19<sup>th</sup> day of December 1983, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is the President of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires May 19, 1987

STATE OF MARYLAND, )  
 )  
CITY OF BALTIMORE, )

On this 14<sup>th</sup> day of December 1983, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires 7-1-86

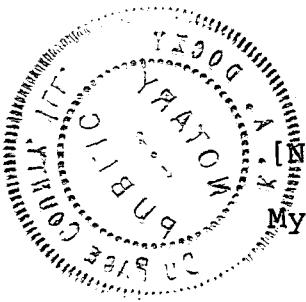
STATE OF CONNECTICUT,) )  
COUNTY OF HARTFORD, ) ss.:

On this                      day of December 1983, before me personally appeared                      , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires



Investor

CONNELL FINANCE COMPANY, INC.  
 45 Cardinal Drive  
 Westfield, New Jersey 07092

Attention of Grover Connell, President

All payments to be made  
 by wire transfer to  
 Citibank, N.A.,  
 399 Park Avenue, New  
 York, New York 10022,  
 Attention of Robert  
 Kiley, Vice President,  
 for credit to the  
 account of Connell Rice  
 & Sugar, Inc., Account  
 No. 30481714, tele-  
 phonic advice to  
 Connell Finance Co.,  
 Inc.

Permanent InvestorsName and AddressCommitment

STATE OF WISCONSIN  
 INVESTMENT BOARD  
 261X General Executive Facility I  
 201 E. Washington Avenue  
 Madison, Wisconsin 53702

\$ 4,718,506

Attention of Private Placements

Payments by wire transfer of  
 immediately available funds  
 to First Wisconsin National  
 Bank of Milwaukee, Milwaukee,  
 Wisconsin 53202, for credit  
 to the account of the State  
 Treasurer, with telephone  
 advice by First Wisconsin to  
 the State Investment Board  
 with sufficient information  
 to identify the source and  
 application of such funds.

HOME BENEFICIAL LIFE  
INSURANCE COMPANY  
P. O. Box 27572  
Richmond, Virginia 23261

\$2,000,000

Payment by bank wire transfer of immediately available funds to First & Merchants National Bank, Richmond, Virginia, for credit to Home Beneficial Life Insurance Company's Account No. 03-26-3200 with notation as to payment of principal and interest and source of payment.

In the case of all other communications to the first address above

Certificate to be sent to  
Mr. P. M. Farmer, Jr.,  
Trust Department,  
First & Merchants National Bank,  
P. O. Box 26986,  
Richmond, Virginia 23261.

LIFE INSURANCE COMPANY  
OF GEORGIA  
Life of Georgia Tower  
600 West Peachtree Street, N.E.  
Atlanta, Georgia 30365

\$1,000,000

Attention of The Investment Centre, Inc.

All payments to be made by bank wire transfer of immediately available funds to Trust Company Bank, Atlanta, Georgia 30302, for credit to the account of Life Insurance Company of Georgia, Account No. 8800322193.

WOODMEN ACCIDENT AND LIFE  
COMPANY

\$1,000,000

P. O. Box 82288  
Lincoln, Nebraska 68501

Attention of Investment Division

Payment by wire transfer of Federal  
funds to The First National Bank  
and Trust Company of Lincoln,  
Nebraska 68508, for deposit in  
the Woodmen Accident and Life  
Company, General Fund Account  
No. 092-909, with sufficient  
notation to identify the source  
and application of such funds.

Certificate to be registered in the  
name of Woodmen Accident and Life  
Company and delivered to George  
Bahe, Vice President, Security  
Accounting Division, Harris Trust  
and Savings Bank, 111 West Monroe  
Street, Chicago, Illinois 60690.

Owners

General Electric Credit Corporation  
P.O. Box 8300  
Stamford, Connecticut 06904

Attention of Manager, Operations--Transportation  
Financing Department,

with separate copy to the attention of each of:

Investment Officer--Rail Component; and  
Contracts Administration--Rail Component

Connell Leasing Company,  
A Division of Connell Rice & Sugar Co., Inc.,  
45 Cardinal Drive  
Westfield, New Jersey 07092

Attention of Grover Connell, President.



[CS&amp;M Ref. 2044-498]

EXHIBIT C  
to  
Participation Agreement

Conditional Sale Agreement dated as of December 1, 1982, as amended (Secured by Lease Obligations of The Atchison, Topeka and Santa Fe Railway Company). Interest Rate: 12-3/8%.

CERTIFICATE OF INTEREST

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
("Agent") hereby acknowledges receipt from

("Permanent Investor") of

(\$                    ),

such sum having been paid by the Permanent Investor under and pursuant to the terms and conditions of an Amended and Restated Participation Agreement and Amendment dated as of December     , 1983 ("Agreement"), among The Atchison, Topeka and Santa Fe Railway Company ("Lessee"), the Agent, The Connecticut Bank and Trust Company, National Association, as Trustee ("Trustee"), under a Trust Agreement dated as of December 1, 1982, with the parties named in Appendix II to the Agreement ("Owners"), the Owners, the Investor named therein and the Permanent Investors named therein. By reason of such payment the Permanent Investor has an interest in a principal amount equal to such sum in the CSA Indebtedness (as defined in the Conditional Sale Agreement hereinafter mentioned) and in and to (i) the Conditional Sale Agreement dated as of December 1, 1982, as amended by the Agreement ("CSA"), between the Trustee and General Electric Company ("Builder"), and the railroad equipment covered by the CSA, (ii) the Agreement and Assignment dated as of December 1, 1982, between the Builder and the Agent, (iii) the right and security interest of the Agent in and to the Lease of Railroad Equipment dated as of December 1, 1982, as amended by the Agreement, between the Lessee and the Trustee, (iv) the Assignment of Lease and Agreement dated as of December 1, 1982, between the Trustee and the Agent and (v) all cash and other property from time to time held by the Agent under the Agreement, except to the extent that installments of such principal amount shall have been paid.

Under the terms of the CSA (subject to the rights of prepayment contained therein in the event of a Casualty

Occurrence as defined therein or an Event of Default under Clause A of § 13.1 of the Lease) and the Agreement (i) such principal amount is payable in 14 annual installments on January 2 in each year commencing January 2, 1985, to and including January 2, 1998, calculated as provided in the CSA, (ii) such principal amount bears interest from the date hereof on the unpaid portion thereof from time to time outstanding, payable on each January 2 and July 2 commencing on January 2, 1984, until such principal amount shall have been paid in full, at 12-3/8% per annum, (iii) all such principal and interest remaining unpaid after the same shall have become due and payable bears interest at the rate of 13-3/8% per annum. The Agent has furnished or promptly will furnish to the Permanent Investor a schedule of payments reflecting the dates and amounts of principal and interest payments to be made in respect of the interests of the Permanent Investor. All payments received by the Agent in accordance with the terms of the Agreement and the CSA shall be disbursed by the Agent in accordance with the terms and conditions of the Agreement.

The interests of the Permanent Investor referred to in this Certificate of Interest may not be transferred except in the manner provided for in Paragraph 5 of the Agreement and subject to the terms, conditions and limitations provided therein.

Dated:

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent under  
the Agreement,

by

\_\_\_\_\_  
Authorized Officer

INQUIRY SHOULD BE MADE TO THE AGENT IF CERTIFICATION  
AS TO BALANCE DUE HEREUNDER IS REQUIRED.

Schedule I  
to  
CONDITIONAL SALE AGREEMENT

Amortization Schedule  
of each \$10,000,000 12-3/8%  
Conditional Sale Indebtedness

<u>Installment No.</u>	<u>Date Due</u>	<u>Debt Service</u>	<u>Interest Payment*</u>	<u>Principal Recovery</u>	<u>Ending Principal</u>
					\$10,000,000.00
1	July 2, 1984	\$ 618,750.00	\$ 618,750.00		
2	January 2, 1985	948,874.04	618,750.00	\$ 330,124.04	9,669,875.96
3	July 2, 1985	598,323.58	598,323.58		
4	January 2, 1986	969,300.47	598,323.58	370,976.89	9,298,899.07
5	July 2, 1986	575,369.38	575,369.38		
6	January 2, 1987	992,254.66	575,369.38	416,885.28	8,882,013.79
7	July 2, 1987	549,574.60	549,574.60		
8	January 2, 1988	1,018,049.43	549,574.60	468,474.83	8,413,538.96
9	July 2, 1988	520,587.72	520,587.72		
10	January 2, 1989	1,047,036.31	520,587.72	526,448.59	7,887,090.37
11	July 2, 1989	488,013.72	488,013.72		
12	January 2, 1990	1,079,610.32	488,013.72	591,596.60	7,295,493.77
13	July 2, 1990	451,408.68	451,408.68		
14	January 2, 1991	1,290,395.81	451,408.68	838,987.13	6,456,506.64
15	July 2, 1991	399,496.35	399,496.35		
16	January 2, 1992	1,516,488.59	399,496.35	1,116,992.24	5,339,514.40
17	July 2, 1992	330,382.45	330,382.45		
18	January 2, 1993	1,026,104.83	330,382.45	695,722.38	4,643,792.02
19	July 2, 1993	287,334.63	287,334.63		
20	January 2, 1994	940,830.99	287,334.63	653,496.36	3,990,295.66
21	July 2, 1994	246,899.54	246,899.54		
22	January 2, 1995	929,285.13	246,899.54	682,385.59	3,307,910.07
23	July 2, 1995	204,676.94	204,676.94		
24	January 2, 1996	925,489.45	204,676.94	720,812.51	2,587,097.56
25	July 2, 1996	160,076.66	160,076.66		
26	January 2, 1997	1,050,205.23	160,076.66	890,128.57	1,696,968.99
27	July 2, 1997	104,999.96	104,999.96		
28	January 2, 1998	<u>1,801,968.95</u>	<u>104,999.96</u>	<u>1,696,968.99</u>	<u>-0-</u>
		\$21,071,788.42	\$11,071,788.42	\$10,000,000.00	-0-

\* Interest from the Deposit Date to January 2, 1984, will be paid on January 2, 1984.

## APPENDIX B-1 TO LEASE

## Basic Lease Rental Rates

<u>Date</u>	<u>Percentage of Purchase Price*</u>
1/2/84	8.6219323%
1/2/85	8.6219323
1/2/86	8.6219323
1/2/87	8.6219323
1/2/88	8.6219323
1/2/89	8.6219323
1/2/90	8.6219323
1/2/91	9.5799247
1/2/92	10.5379172
1/2/93	10.5379172
1/2/94	10.5379172
1/2/95	10.5379172
1/2/96	10.5379172
1/2/97	10.5379172
1/2/98	10.5379172

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\* As defined in paragraph 4.1 of the CSA.

## APPENDIX B-2 TO LEASE

## Contingent Lease Rental Rates

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/84	3.40312500%
7/2/85	3.29077969
7/2/86	3.16453159
7/2/87	3.02266030
7/2/88	2.86323246
7/2/89	2.68407546
7/2/90	2.48274774
7/2/91	2.19722993
7/2/92	1.81710348
7/2/93	1.58034047
7/2/94	1.35794747
7/2/95	1.12572317
7/2/96	0.88042163
7/2/97	0.55749978

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\* As defined in paragraph 4.1 of the CSA. If only one Owner fails to transmit to the Vendor its funds due on any date specified, the percentage set forth above opposite such date shall be reduced to the percentage obtained by multiplying the percentage set forth opposite such date by the percentage share of such Owner set forth in Section 1.04 of the Trust Agreement.

## APPENDIX C TO LEASE

Casualty Values

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price *</u>
July 2, 1983	103.04%
January 2, 1984	95.00
July 2, 1984	103.27
January 2, 1985	99.65
July 2, 1985	107.32
January 2, 1986	101.27
July 2, 1986	107.73
January 2, 1987	99.36
July 2, 1987	104.38
January 2, 1988	97.15
July 2, 1988	101.81
January 2, 1989	94.70
July 2, 1989	99.00
January 2, 1990	91.82
July 2, 1990	96.03
January 2, 1991	87.68
July 2, 1991	91.75
January 2, 1992	82.17
July 2, 1992	86.08
January 2, 1993	76.42
July 2, 1993	79.93
January 2, 1994	70.27
July 2, 1994	73.29
January 2, 1995	63.56
July 2, 1995	66.06
January 2, 1996	56.29
July 2, 1996	58.21
January 2, 1997	35.06
July 2, 1997	36.46
January 2, 1998	20.00

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\* As defined in paragraph 4.1 of the CSA.

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[CS&M Ref. 2044-498]

AMENDED AND RESTATED PARTICIPATION AGREEMENT  
AND AMENDMENT

Among

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,  
as Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
as Agent,

the PARTIES NAMED IN APPENDIX II HERETO,  
as Owners,

THE CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION,  
as Trustee,

CONNELL FINANCE COMPANY, INC.,  
as Investor,

and

the PARTIES NAMED IN APPENDIX I HERETO,  
as Permanent Investors,

DATED AS OF DECEMBER 1, 1983

[Covering 14 GE Diesel Electric Locomotives]

Conditional Sale Indebtedness due January 2, 1998

[Amending and restating the Participation Agreement and  
amending the Conditional Sale Agreement, the Lease of  
Railroad Equipment, the Trust Agreement and the  
Indemnity Agreement, each dated as of December 1,  
1982.]

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AMENDED AND RESTATED PARTICIPATION AGREEMENT AND AMENDMENT ("Agreement") dated as of December 1, 1983, among THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation ("Agent"), the PARTIES NAMED IN APPENDIX II HERETO (severally "Owner" and collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, successor to THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee (collectively, the "Trustee") under a Trust Agreement dated as of December 1, 1982, with the Owners ("Trust Agreement"), CONNELL FINANCE COMPANY, INC., a New Jersey corporation ("Investor"), and the PARTIES NAMED IN APPENDIX I HERETO (severally "Permanent Investor" and collectively, together with their successors and assigns, "Permanent Investors").

WHEREAS the parties hereto (other than the Permanent Investors) have entered into a Participation Agreement dated as of December 1, 1982 (the "Participation Agreement"), providing for the purchase of 14 diesel electric locomotives, described in Annex B to the CSA (as hereinafter defined) (the "Equipment"), and their lease to the Lessee;

WHEREAS pursuant to the Trust Agreement and the authorization and direction of each Owner, the Trustee has purchased the Equipment from General Electric Company ("Builder") pursuant to a Conditional Sale Agreement ("CSA") dated as of December 1, 1982; and the Builder has retained a security interest in the units of Equipment constructed, sold and delivered by it pursuant to the CSA until the Trustee fulfills its obligations under the CSA;

WHEREAS the Lessee has leased from the Trustee all the units of the Equipment delivered and accepted under the CSA, pursuant to a Lease of Railroad Equipment ("Lease") dated as of December 1, 1982;

WHEREAS the Investor has furnished 3.53902405% of the cost of the Equipment by investing in the CSA Indebtedness (as defined in paragraph 4.3(b) of the CSA) and is obligated to furnish an additional 51.46097595% of such cost; and the Owners have furnished 2.89556391% of the cost



of such equipment by making funds available to the Trustee under the Trust Agreement and are obligated to furnish an additional 42.10443609% of such cost;

WHEREAS the Lessee has agreed to and will indemnify each Owner pursuant to an Indemnity Agreement ("Indemnity Agreement"), between the Lessee and the Owners, against certain losses, liabilities or expenses incurred or suffered by the Owners;

WHEREAS the security interest of the Builder in the Equipment has been assigned to the Agent, acting on behalf of the Investor, pursuant to an Agreement and Assignment dated as of December 1, 1982 ("CSA Assignment"), and the Lease has been assigned to the Agent pursuant to an Assignment of Lease and Agreement ("Lease Assignment") dated as of December 1, 1982, until the Trustee fulfills all its obligations under the CSA; and the Lessee has acknowledged and consented thereto pursuant to the Consent and Agreement dated as of December 1, 1982 ("Consent");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 28, 1982, at 12:35 p.m., recordation numbers 13881, 13881-A, 13881-B and 13881-C, respectively; and

WHEREAS the Permanent Investors propose to acquire the Investor's interest in the Outstanding CSA Indebtedness (as hereinafter defined) and to furnish an additional 51.46097595% of the cost of the Equipment (the "Deferred Payment") by investing in the CSA Indebtedness pursuant hereto, and the Owners will furnish an additional 42.10443609% of the cost of such Equipment by making funds available to the Trustee under the Trust Agreement, and in connection therewith, the interest rate on the CSA Indebtedness will be changed to 12-3/8% per annum ("Debt Rate") and a corresponding change will be made in the rents and certain other amounts payable under the Lease, all as more fully set forth below;

WHEREAS the parties hereto desire to amend and restate the Participation Agreement and amend the CSA, the Lease, the Indemnity Agreement, the CSA Assignment and the Trust Agreement as herein set forth;

NOW, THEREFORE, in consideration of the agreements and the covenants hereinafter contained, the parties hereby agree as follows:

1. The Trustee and each Owner have entered into the Trust Agreement, and the Trustee has entered into the CSA and pursuant thereto has purchased the units of Equipment described in Annex B to the CSA having an aggregate Purchase Price of \$15,851,829.

The Lessee has assigned, transferred, and set over unto the Trustee and its successors and assigns all the right, title and interest of the Lessee in and to any contractual arrangements with the Builder (such arrangements being hereinafter collectively called the "Purchase Order"), insofar as they relate to the Equipment; provided, however, that it is agreed that all obligations of the Trustee to the Builder under the Purchase Order shall be superseded by the CSA and the obligations of the Trustee to pay for the Equipment shall be exclusively and completely governed by, and subject to, the conditions provided herein and in the CSA.

The parties hereto agree that, subject to the payment by the Permanent Investors of the amounts to be paid by them pursuant to Paragraph 2 hereof, from and after the Deposit Date (a) the Investor hereby transfers and assigns to the Permanent Investors all its right, title and interest in and to the CSA Indebtedness, (b) the Participation Agreement shall be amended and restated and the CSA, the Lease, the Trust Agreement and the Indemnity Agreement shall each be amended as set forth herein and (c) unless the context otherwise requires, the terms "CSA", "Trust Agreement", "Indemnity Agreement" and "Lease", as used in this Agreement, the CSA, the Lease, the Trust Agreement, the CSA Assignment, the Lease Assignment, the Consent and the Indemnity Agreement (collectively, "Participation Documents"), shall mean, respectively, the CSA, the Trust Agreement, the Indemnity Agreement and the Lease, each as amended hereby, and the term "Participation Agreement" as used in any of the Participation Documents, other than this Agreement, shall mean this Agreement. By their execution and delivery of this Agreement, the Owners authorize the Trustee to execute and deliver this Agreement and to carry out its terms.

2. Subject to the terms and conditions hereof, each Permanent Investor will pay to the Agent, in immediately available funds, not later than 11:00 a.m., Baltimore

time, on December 27, 1983 ("Deposit Date"), an amount equal to the amount of the commitment set forth opposite such Permanent Investor's name in Appendix I hereto. All deposits to be made hereunder by the Permanent Investors with the Agent shall be wired to Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland, for credit to its Corporate Trust Department Account No. 619478-8 with advice that the deposit is "Re: ATSF 12/1/82".

Upon payment to the Agent of the amount required to be paid by a Permanent Investor pursuant to this Paragraph 2 on the Deposit Date, the Agent will execute and deliver to such Permanent Investor (or, upon the written request of such Permanent Investor, to the nominee or nominees of such Permanent Investor), a certificate or certificates of interest with respect to such payment, substantially in the form annexed hereto as Appendix III, containing the appropriate information and dated the Deposit Date.

Subject to the terms and conditions hereof, upon payment to the Agent on the Deposit Date of the amount to be paid by each Permanent Investor pursuant hereto, the Agent will pay to the Investor an amount (the "Take Out Amount") equal to the sum of the aggregate unpaid CSA Indebtedness represented by the certificates of interest theretofore delivered to the Investor under the Participation Agreement (the "Outstanding CSA Indebtedness"); and the Investor, simultaneously with the payment to it of such amount, will surrender such certificates to the Agent for cancellation; it being understood that the Owners will pay, or will cause the Trustee to pay, to the Investor on the Deposit Date accrued and unpaid interest to the Deposit Date on the aggregate amount of Outstanding CSA Indebtedness transferred by the Investor at the rates provided in its certificates of interest (the "Debt Rate" as defined therein being deemed to be the Debt Rate as defined in the CSA prior to its amendment pursuant to this Agreement) and the Investor agrees to look solely to the Owners for such payment on the Deposit Date.

Subject to the provisions of Section 4 of the CSA Assignment, and upon payment to the Agent on the Deposit Date of the amount to be paid by each Permanent Investor pursuant hereto, the Agent will pay to the Builder on December 27, 1983, out of the balance of the funds deposited by the Permanent Investors, the Deferred Payment. The Agent hereby represents and warrants to the Permanent Investors that the aggregate of the Take Out Amount and the Deferred

Payment equals the total unpaid principal amount of the CSA Indebtedness which will be outstanding on the Deposit Date. The Investor hereby represents and warrants to the Permanent Investors that on the Deposit Date it will be the holder of all CSA Indebtedness.

The term "business day" as used herein means any calendar day, excluding Saturdays, Sundays and any other day on which banking institutions in Baltimore, Maryland, Hartford, Connecticut, or New York, New York, are authorized or obligated to remain closed. All interest under this Agreement (including payments made pursuant to Paragraph 2 hereof) shall be calculated on the basis of a 360-day year of twelve 30-day months. The rate of interest payable under this Agreement to the Permanent Investors shall be 12-3/8% per annum ("Debt Rate").

As soon as practicable after delivery to each Permanent Investor of the certificate or certificates of interest, the Agent will also deliver to such Permanent Investor a schedule of payments reflecting the dates and amounts of principal and interest payments to be made in respect of such certificate. Each Permanent Investor, simultaneously with the final payment to it of all amounts payable in respect of such certificate, will surrender such certificate to the Agent.

Pursuant to the CSA Assignment the Agent has acquired from the Builder all its right, security title and interest under the CSA, except as specifically excepted by the CSA Assignment. Pursuant to the Lease Assignment, the Agent has acquired for security purposes the rights of the Trustee in, to and under the Lease, except as specifically excepted by the Lease Assignment.

The Participation Documents are hereby approved by the Permanent Investors. Except as herein provided, the Agent will not enter into or consent to any modification or supplement to, or waiver with respect to, any of the Participation Documents without the prior written approval of the holders of interests totaling more than 65% of the aggregate CSA indebtedness then outstanding except to the extent permitted by Article 23 of the CSA. In determining whether the holders of a requisite percentage of the CSA Indebtedness have joined in any request, consent, waiver, approval or amendment under this Agreement, the Agent shall disregard any CSA Indebtedness known by it to be held by the Lessee, either Owner, or their affiliates.

The Agent will hold the moneys deposited with it pursuant hereto and the rights under the CSA acquired under the CSA Assignment, security title to the Equipment following its delivery and acceptance under the CSA, as provided in the CSA Assignment and the CSA, the security interest in the Lease and any payments received by it pursuant to the Lease, in trust for the benefit of the Permanent Investors. It is expressly understood and agreed that the obligations of the Agent hereunder as such title holder and with respect to the payments to the Permanent Investors to be made by the Agent are only those expressly set forth herein.

All transactions pursuant hereto which shall occur on the Deposit Date shall be deemed for purposes of this Agreement, the CSA, the Lease and the Trust Agreement to have occurred simultaneously.

3. The Lessee represents and warrants to each Owner, the Trustee, the Agent, the Investor and each Permanent Investor as follows:

(a) The Lessee is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and is in good standing in such other jurisdictions in which the business and activities of the Lessee require such qualification except when failure to do so shall not have a materially adverse effect on the Lessee and its subsidiaries taken as a whole.

(b) The Lessee has full corporate power and authority and legal right to carry on its business as now conducted, and is duly authorized and empowered to execute and deliver this Agreement, the Lease, the Consent and the Indemnity Agreement ("Lessee Documents") and to fulfill and comply with the terms, conditions and provisions thereof; the Lessee Documents have been duly authorized, and have been, or will be on or before the Deposit Date, duly executed and delivered by the Lessee, and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute or will then constitute legal, valid and binding agreements, enforceable against the Lessee in accordance with their terms.

(c) There is no action, suit or proceeding, whether or not purportedly on behalf of the Lessee, pending or (to the knowledge of the Lessee) threatened

against or affecting the Lessee or any property rights of the Lessee at law or in equity, or before any commission or other administrative agency, which in light of the probable outcome thereof, as determined by counsel to the Lessee, would materially and adversely affect the consolidated financial condition or consolidated results of operations of the Lessee or its ability to perform its obligations under the Lessee Documents; and the Lessee is not in default with respect to any order or decree, of which it has knowledge, of any court or governmental commission, agency or instrumentality which would materially and adversely affect the consolidated financial condition or consolidated results of operations of the Lessee.

(d) Neither the execution and delivery of the Lessee Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of the charter or the by-laws of the Lessee or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is a party or by which it or its property may be bound, or constitute (with or without the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon any property of the Lessee or upon the Equipment pursuant to the terms of any such agreement or instrument, other than any encumbrance on the leasehold estate of the Lessee which is subject and subordinate to the interests of the Trustee and the Agent. The Lessee is not in default, and no event has occurred which, with the giving of notice or lapse of time or both would be a default, under any of the terms, conditions or provisions of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is a party or by which it or its property may be bound which would adversely affect the Lessee's ability to perform its obligations under the Lessee Documents.

(e) Neither the execution and delivery by the Lessee of the Lessee Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of any law,

or any regulation, order, injunction or decree of any court or governmental instrumentality.

(f) On or before the Deposit Date, this Agreement will have been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and such filing and deposit (together with the prior filing of the CSA, the CSA Assignment, the Lease and the Lease Assignment) will protect the Agent's and the Trustee's interests in and to the Lease and in and to the Equipment and no other filing, recording or deposit (or giving of notice) with any other Federal, state or local government is necessary in order to protect the interests of the Agent or the Trustee under the CSA or the Lease in and to the Equipment in the United States of America.

(g) The Lessee is not entering into this Agreement or any other transaction contemplated hereby, directly or indirectly in connection with any arrangement or understanding by it in any way involving any employee benefit plan (other than a governmental plan) with respect to which it, any Owner, the Builder, the Investor, any Permanent Investor or the Trustee in its individual capacity is a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA"). The Lessee covenants that it will not sublease the Equipment subject to the Lease to any person which is at the time known to the Lessee to be a party in interest with respect to any employee benefit plan the assets of which were used by any Owner or any Permanent Investor in making its investment pursuant to this Agreement, all within the meaning of ERISA.

(h) No authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia, is necessary in connection with the execution, delivery and performance of the Lessee Documents.

(i) The Lessee has not directly or indirectly offered or sold any of the CSA Indebtedness to, solicited offers to buy any of the CSA Indebtedness from, or otherwise approached or negotiated in respect of the purchase or sale or other disposition of any of the CSA Indebtedness with, any person so as to require registration of the sale of the CSA Indebtedness in

accordance with the provisions of the Securities Act of 1933, as amended, or to require the qualification of the CSA or any other instrument or agreement contemplated hereby or thereby under the Trust Indenture Act of 1939. The Lessee will not offer any CSA Indebtedness to, or solicit any offer to buy any thereof from, any other person or approach or negotiate with any other person in respect thereof, so as to require registration of the sale of the CSA Indebtedness in accordance with the provisions of said Securities Act.

(j) The Lessee has filed all Federal tax returns and all foreign, state and local tax returns which (to its knowledge) are required to be filed, and has paid or made provision for the payment of, all taxes which have or may become due pursuant to said returns or pursuant to any assessment received by it, other than taxes which are being contested in good faith.

(k) The Lessee has furnished to the Trustee, the Agent and each Permanent Investor audited consolidated balance sheets of the Lessee as of December 31, 1982, and related statements of consolidated income, stockholders' equity and changes in financial position for the years then ended. Such financial statements are in accordance with the books and records of the Lessee and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods covered by the financial statements. The financial statements present fairly the financial condition of the Lessee at such dates and the results of its operations and changes in its financial position for such periods; and from the date of the last balance sheet there has not been any material adverse change in the consolidated financial condition or consolidated results of operations of the Lessee.

4. Each Owner represents and warrants to the Trustee, the Lessee, the Agent, the Investor, each Permanent Investor and the other Owner as follows:

(a) Such Owner is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation.

(b) Such Owner has the power and authority and legal right to carry on its business as now conducted and is duly authorized and empowered to execute and



deliver this Agreement, the Indemnity Agreement and the Trust Agreement ("Owner Documents") and to fulfill and comply with the terms, conditions and provisions thereof.

(c) The Owner Documents have been duly authorized, executed and delivered by such Owner and, assuming due authorization, execution and delivery by the other parties thereto, are legal, valid and binding instruments, enforceable against such Owner in accordance with their terms.

(d) Neither the execution and delivery of the Owner Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with or result in a breach of, any of the terms, conditions or provisions of the charter or by-laws of such Owner or of any bond, debenture, note, mortgage, indenture, agreement or other instrument pursuant to which indebtedness for money borrowed has been incurred to which such Owner is a party or by which it or its property may be bound, or constitute (with or without the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon the Equipment pursuant to the terms of any such agreement or instrument. Such Owner is not in default, and no event has occurred which, with the giving of notice or lapse of time or both would be a default, under any of the terms, conditions or provisions of any such bond, debenture, note, mortgage, indenture, agreement or other instrument to which such Owner is a party or by which it or its property may be bound which would materially and adversely affect its ability to perform its obligations under the Owner Documents.

(e) Neither the execution and delivery by such Owner of the Owner Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of any law, or any regulation, order, injunction or decree of any court or governmental instrumentality.

(f) No authorization or approval from any governmental or public body or authority of the United States

of America, or of any of the states thereof or the District of Columbia is, to its knowledge, necessary in connection with the execution, delivery and performance of the Owner Documents.

(g) There are no actions, suits or proceedings, whether or not purportedly on behalf of such Owner, pending or (to the knowledge of such Owner) threatened against or affecting such Owner or any property rights of such Owner at law or in equity, or before any commission or other administrative agency, which, if determined adversely to such Owner, would materially and adversely affect the condition, financial or otherwise, of such Owner or its ability to perform its obligations under the Owner Documents.

(h) Such Owner is making its investment in the Equipment (pursuant to the Trust Agreement and this Agreement) with its general assets, and not directly or indirectly with the assets of, or in connection with any arrangement or understanding by it in any way involving, any employee benefit plan (other than a governmental plan), all within the meaning of ERISA. Such Owner covenants that it will not transfer its interest acquired pursuant to this Agreement (and the Trust Agreement) directly or indirectly to, or in connection with any arrangement or understanding by it in any way involving, any employee benefit plan with respect to which the Lessee, such Owner, the other Owner, the Builder, any Permanent Investor or the Trustee in its individual capacity is at the time a party in interest, all within the meaning of ERISA.

5. Each Permanent Investor and, in the case of subparagraph (c), the Investor, represents to the Trustee, the Lessee, the Owners, the Investor and each other Permanent Investor as follows:

(a) Such Permanent Investor is acquiring its interest in the aggregate CSA Indebtedness for its own account for investment and not with a view to, or for sale in connection with, the distribution of the same, nor with any present intention of distribution or selling the same; provided, however, that the disposition of its property shall at all times be within its control.

(b) Either such Permanent Investor is acquiring its interest in the CSA Indebtedness with assets of a

"governmental plan" or such Permanent Investor is not acquiring such interest directly or indirectly with assets drawn from any "separate account", all as defined in ERISA.

(c) Such Permanent Investor and the Investor represents that it has full power and authority to execute and deliver this Agreement and to carry out its terms.

Each Permanent Investor hereby agrees that any transfer of all or any part of its interest in the CSA Indebtedness shall be upon the express condition that the transferee thereof shall be bound by the terms of this Agreement. Prior to any such transfer, such Permanent Investor shall notify the Agent in writing thereof; and the Agent shall cause to be prepared and delivered to such Permanent Investor an appropriate agreement, to be entered into among such Permanent Investor, such transferee and the Agent, evidencing such transfer upon the terms hereof.

6. The Trustee represents and warrants to each Owner, the Lessee, the Agent, the Investor and each Permanent Investor as follows:

(a) The Trustee is a national banking association duly organized and existing under the laws of the United States.

(b) The Trustee has the corporate power and authority and legal right under Connecticut and Federal law to carry on its business as now conducted and is duly authorized and empowered under such laws, acting pursuant to the Trust Agreement, to execute and deliver this Agreement and to fulfill and comply with the terms, conditions and provisions of this Agreement, the CSA, the Lease, the Lease Assignment and the Acknowledgment of Notice of Assignment ("Trustee Documents").

(c) The Trustee Documents have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the other parties thereto, are legal, valid and binding instruments of the Trustee, enforceable against the Trustee in accordance with their terms.

(d) The Trustee is not entering into this Agreement, or any other transaction contemplated hereby, directly or indirectly in connection with any

arrangement by it in any way involving any employee benefit plan (other than a governmental plan), with respect to which the Trustee in its individual capacity, or to its knowledge, any Owner, the Builder, any Permanent Investor or the Lessee is a party in interest, all within the meaning of ERISA.

7. The obligation of each Permanent Investor to make payment to the Agent pursuant to Paragraph 2 hereof and the obligation of the Agent to make payment to the Investor on the Deposit Date or to the Builder pursuant to Paragraph 2 hereof shall be subject to the receipt by the Agent on or prior to the Deposit Date of the following documents, dated (except in the case of the opinion referred to in subparagraph (d) below and the policies or certificates referred to in subparagraph (h) below) on or not more than 10 days prior to the Deposit Date:

(a) An opinion of Messrs. Cravath, Swaine & Moore, special counsel for the Investor, the Permanent Investors and the Agent, to the effect that:

(i) this Agreement, assuming due authorization, execution and delivery by each Permanent Investor, has been duly authorized, executed and delivered and is a legal, valid and binding instrument;

(ii) the CSA and the Lease have been duly authorized, executed and delivered and are legal, valid and binding instruments, enforceable in accordance with their terms;

(iii) the CSA Assignment, the Lease Assignment and the Consent have been duly authorized, executed and delivered and each is a legal, valid and binding instrument;

(iv) the Agent is vested with all the rights, titles, interests, powers and privileges of the Builder purported to be assigned to it by the CSA Assignment and the Agent has a valid security interest therein, and the Equipment, at the time of delivery thereof to the Railroad under the CSA, was free of all claims, liens, security interests and other encumbrances (other than those created by the CSA);

(v) this Agreement, the CSA, the CSA Assignment, the Lease, the Lease Assignment and the Consent have been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and no other filing, recording or deposit (or giving of notice) with any other Federal, state or local government is necessary in order to protect the rights of the Agent therein or in the Equipment in any state of the United States of America;

(vi) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to the knowledge of said counsel, necessary in connection with the execution, delivery and performance of this Agreement, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Consent;

(vii) under the circumstances contemplated by this Agreement it is not necessary to register the CSA, the CSA Assignment or any certificate of interest delivered pursuant hereto under the Securities Act of 1933, as in effect on the date of such opinion, or to qualify the CSA or any other instrument or agreement contemplated hereby or thereby under the Trust Indenture Act of 1939, as in effect on the date of such opinion;

(viii) the legal opinions referred to in subparagraphs (b), (c), (d) and (e) of this Paragraph 7 are satisfactory in form and scope to said special counsel and that in their opinion the Permanent Investors, the Investor, the Agent and they are justified in relying thereon;

and as to such other matters incident to the transactions contemplated by this Agreement as the Permanent Investors may reasonably request.

(b) An opinion of counsel for each Owner, to the effect set forth in subparagraphs (a), (b), (c) and (f) of Paragraph 4, insofar as such matters relate to such Owner.

(c) An opinion of counsel for the Lessee, to the effect set forth in subparagraphs (a), (b), (c), (e),

(f) and (h) of Paragraph 3 and to the further effect that:

(i) other than liens and encumbrances which might attach and will be subject and subordinate to the right, title and interest of the Agent and the Trustee, no mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely the right, title and interest of the Trustee or the Owners or the Agent therein; and

(ii) neither the execution and delivery of the Lessee Documents, nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of the charter or the by-laws of the Lessee or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is a party or by which it or its property may be bound, or constitute (with the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon any property of the Lessee or upon the Equipment pursuant to the terms of any such agreement or instrument, other than any encumbrance on the leasehold estate of the Lessee which is subject and subordinate to the interests of the Trustee and the Agent.

(d) An opinion of counsel for the Builder to the effect set forth in clause (iv) of subparagraph (a) of this Paragraph 7 and to the further effect that (i) the Builder is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as now conducted, and (ii) the CSA and the CSA Assignment have been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the Trustee and the Agent, respectively,

are legal and valid instruments binding on the Builder, enforceable in accordance with their respective terms.

(e) An opinion of counsel for the Trustee to the effect set forth in subparagraphs (a), (b) and (c) of Paragraph 6.

(f) A Certificate of an officer of the Lessee to the effect that the Lessee's representations and warranties contained in this Agreement are true on and as of the Deposit Date, with the same effect as though made on such date, that the Lessee is not currently in default nor does a condition exist nor has an event occurred which with the lapse of time and/or the giving of notice would constitute a default under this Agreement or the Lease and that there has been no material adverse change in the consolidated financial condition or consolidated results of operation of the Lessee from that shown in the last audited financial statement referred to in Paragraph 3(k) hereof.

(g) A Certificate of an officer of each Owner to the effect that:

(i) no Federal tax liens (including tax liens filed pursuant to section 6323 of the Internal Revenue Code of 1954, as amended) or, to the best of his knowledge and belief, other tax liens have been filed and are currently in effect against such Owner which could adversely affect the interests of the Agent in the Equipment or the Lease;

(ii) no mortgage, deed of trust or other lien of any nature whatsoever now in existence which now covers or affects, or which may hereafter cover or affect, any property or interest therein of such Owner, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely the right, title and interest of the Agent therein; and

(iii) such Owner's representations and warranties contained in this Agreement are true on and as of the Deposit Date with the same effect as if made on such date.

(h) Certificates of insurance required to be delivered pursuant to the last sentence of § 7.7(1) of the Lease.

(i) Executed counterparts of this Agreement.

(j) Agreement and Consent executed by the Builder evidencing its consent to the transactions contemplated by this Agreement.

In giving the opinions specified in this Paragraph 7, counsel may qualify its opinion to the effect that any agreement is enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in subparagraph (a) of this Paragraph 7, counsel may rely (i) as to authorization, execution and delivery by the Builder of the documents executed by the Builder and, as to title of the Builder to its Equipment, on the opinion of counsel for the Builder and (ii) as to any matter governed by the law of any jurisdiction other than the State of New York or the United States, on the opinion of counsel for any Owner, the Trustee, the Builder, or the Lessee as to such matter. In giving the opinion specified in subparagraph (c) of this Paragraph 7, counsel may assume as to any matter governed by the law of any jurisdiction other than the States of Illinois or Delaware or the United States that the law of such other jurisdiction is the same as the law of the State of Illinois.

The Deposit Date closing hereunder shall take place at the offices of Messrs. Cravath, Swaine & Moore, in New York, New York.

8. The Agent will accept payments made to it by or for the account of the Trustee pursuant to the CSA and the CSA Assignment on account of the principal of or accrued interest on the CSA Indebtedness and will apply such payments promptly first, to the pro rata payment to each Permanent Investor of interest payable on the CSA Indebtedness, and second, to the pro rata payment to each Permanent Investor of the installments of CSA Indebtedness in the order of maturity thereof until the same shall have been paid in full.

The Agent will accept all sums paid to it pursuant to Article 7 of the CSA with respect to Casualty Occurrences



(as therein defined) and will apply such sums to the prepayment of each of the installments of the CSA Indebtedness remaining unpaid (in proportion to the principal amount of CSA Indebtedness represented by each such installment), without premium, together with interest accrued and unpaid on such prepaid CSA Indebtedness and will distribute such prepayment and interest pro rata thereon to each Permanent Investor. The Owners or, absent delivery by the Owners as described herein, the Agent will deliver to each Permanent Investor a revised schedule of payments showing the reduction in the installments of the CSA Indebtedness remaining unpaid and the interest payable thereon.

Notwithstanding anything to the contrary contained herein, if a Declaration of Default (as defined in paragraph 16.1 of the CSA) is in effect, all moneys held by or coming into the possession of the Agent under the CSA, the CSA Assignment, the Lease or the Lease Assignment applicable to the payment or prepayment of CSA Indebtedness or interest thereon (including, without limitation, the net proceeds of any repossession and sale or lease of any unit of the Equipment after deduction of all expenses, including reasonable counsel fees, incurred by the Agent in connection with such repossession and sale or lease or otherwise hereunder in connection with the CSA and the CSA Assignment which shall not theretofore have been reimbursed to the Agent by the Trustee pursuant to the CSA) shall be distributed immediately by the Agent to the Permanent Investors; and the Agent shall otherwise take such action as is referred to in this Paragraph 8.

All payments to be made by the Agent hereunder shall (subject to timely receipt by the Agent of available funds) be made on the date such payment is due by bank wire of immediately available funds to the Investor or the Permanent Investors at the addresses specified in Appendix I hereto or such other addresses as may be specified to the Agent in writing. Subject to the timely receipt by the Trustee of available funds, the Trustee will make each payment required to be made by it to the Agent hereunder in immediately available funds at or prior to 11 a.m. in the city in which such payment is to be made.

So long as, to the actual knowledge of the Agent, no Default shall have occurred and be continuing, the Agent shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights or taking or refraining from taking any action which may be vested in it, or which it may be entitled to assert or take,

hereunder or under the CSA, the CSA Assignment, the Lease or the Lease Assignment except as otherwise specifically provided herein. The Agent shall not incur any liability hereunder or otherwise in acting upon any notice, certificate or other paper or instrument believed by it to be genuine and signed by the proper party or parties, or with respect to anything which it may do or refrain from doing in the exercise of its best judgment, or which may seem to it to be necessary or desirable in the premises, except liability resulting from its own misconduct or negligence. In case the Agent shall have actual knowledge of the occurrence of a Default it shall promptly notify the Trustee, each Owner, the Lessee and each Permanent Investor thereof. The Agent shall take such action and assert such rights under the CSA and the Lease as shall be agreed upon by the holders of interests totaling more than 65% of the aggregate CSA Indebtedness then outstanding. In case the Agent is required to take action hereunder, it shall be indemnified against any liability or expense, including reasonable counsel fees, in connection with taking such action or asserting such rights by such holders in proportion to their respective interests in the aggregate CSA Indebtedness then outstanding.

The Agent may consult with legal counsel of its own choice and shall not be under any liability for any action taken or suffered in good faith by it in accordance with the opinion of such counsel.

The Agent will promptly mail or deliver one counterpart or copy of all notices, statements, documents or schedules received by it from the Trustee or the Lessee pursuant to this Agreement, the CSA, the CSA Assignment, the Lease or the Lease Agreement to the Permanent Investors and Owners.

All notices, instructions, directions and approvals to be delivered hereunder to the Agent by the Investor or any Permanent Investor shall be in writing signed by an authorized employee of the Investor or such Permanent Investor, and the Agent may rely on any notice, instruction, direction or approval so signed.

The Agent represents and warrants that it has all necessary corporate authority to enter into this Agreement and to execute and deliver the certificates of interest. The Agent does not make any representation or assume any responsibility with respect to (i) the validity of the CSA, the CSA Assignment, the Lease, the Lease Assignment or any

certificate of interest (except with respect to its own execution thereof) or any of the matters covered thereby or (ii) the value of or the title to the Equipment.

In the event of any dispute with respect to the delivery or ownership or right to possession of funds or documents at any time held by the Agent hereunder, or with respect to title to any unit of the Equipment, the Agent is hereby authorized and directed to retain, without liability to anyone, all or any of such funds or documents and title to such unit of the Equipment until such dispute shall have been settled either by agreement of the Permanent Investors or by final order, decree or judgment of a court of competent jurisdiction. During any such dispute, the Agent will invest any funds held by it subject to the dispute in such investments as shall be specified by the holders of interests totaling more than 50% of the aggregate CSA Indebtedness then outstanding.

The Agent shall be entitled to terminate its duties and responsibilities hereunder by giving written notice to the Permanent Investors that it desires to terminate such duties and responsibilities on a date (at least 30 days subsequent to the giving of such notice) stated in said notice, it being understood and agreed that the Agent shall also give such notice if it is directed to do so by the holders of interests totaling more than 50% of the aggregate CSA Indebtedness then outstanding. If, prior to the date stated in said notice, the holders of interests totaling more than 50% of the CSA Indebtedness then outstanding shall have requested in writing that the Agent assign to a person or institution designated by such holders all right, title and interest of the Agent under the CSA and the CSA Assignment and in and to the Equipment and the Lease, the Agent shall comply with such request. In the event that such request is not received by the Agent on or before the date designated in said notice, the Agent shall be entitled to appoint a successor to act hereunder (which successor shall be a bank or trust company located in the Borough of Manhattan, City and State of New York, Chicago, Illinois, or Baltimore, Maryland, having capital and surplus aggregating at least \$50,000,000) and to assign to such successor, subject to the provisions of this Agreement, all such right, title and interest of the Agent. Upon such assignment by the Agent to a person or institution designated by the Permanent Investors or, in the absence of such designation, to a successor appointed by the Agent, the Agent shall thereupon be relieved of all duties and responsibilities hereunder.

9. The Lessee will deliver or cause to be delivered to the Trustee, the Agent, each Owner and each Permanent Investor, as soon as available and in any event within 120 days after the end of each fiscal year, a certificate signed by any Vice President, the Treasurer or any Assistant Treasurer of the Lessee (A) stating that he has reviewed the activities of the Lessee during such year and that, to the best of his knowledge, the Lessee during such year has kept, observed, performed and fulfilled each and every covenant, obligation and condition contained herein and in the Lease, or (B) if an Event of Default (as defined in the Lease) shall exist or if an event has occurred and is continuing which, with the giving of notice or the passage of time or both, would constitute an Event of Default, specifying such Event of Default and all such events and the nature and status thereof. If such Event of Default shall occur, the Lessee will satisfy reasonable requests for information related to the Lease transaction that shall be made by any Owner or Investor. The Lessee will deliver or cause to be delivered to each Owner and each Permanent Investor, (i) as soon as available, and in any event within 60 days after the end of the first, second and third quarterly accounting periods in each fiscal year of the Lessee, copies of the balance sheet of the Lessee as of the end of such accounting period and copies of the related statements of income and retained earnings of the Lessee for the portion of its fiscal year ended with the last day of such quarterly accounting period, all in reasonable detail, certified by any Vice President or the Treasurer of the Lessee, as appropriate, and stating in comparative form the figures for the corresponding date and period in the previous fiscal year, (ii) as soon as available, and in any event within 120 days after the end of each fiscal year, copies of the balance sheet of the Lessee as at the end of such fiscal year, and of the statements of income and retained earnings of the Lessee for such fiscal year, all in reasonable detail and stating in comparative form the consolidated figures as of the end of and for the previous fiscal year, certified by a firm of nationally recognized independent certified public accountants selected by the Lessee, and (iii) as soon as available, copies of each annual report and quarterly report to stockholders of the Lessee or its parent corporation, each report to the Securities and Exchange Commission which is required to be filed by the Lessee or its parent corporation, including reports on Forms 8-K, 10-Q and 10-K, and each prospectus issued in connection with a public offering of securities of the Lessee. If requested by an Owner or any Permanent Investor, the Lessee will deliver to such Owner or Permanent

Investor copies of the quarterly and annual financial reports filed by the Lessee with the Interstate Commerce Commission.

10. The Owners shall cause the Trustee to pay, or to cause to be paid, (i) the reasonable fees and disbursements of Messrs. Cravath, Swaine & Moore as special counsel for the Agent, the Permanent Investors and the Investor and the cost of producing and reproducing the Participation Agreement, this amendment and restatement thereof, the Lease, the Trust Agreement, the CSA, the CSA Assignment, the Lease Assignment, the Consent and the Indemnity Agreement, (ii) the fee payable to the placing agent in connection with the placement of the CSA Indebtedness with the Permanent Investors, (iii) the reasonable fees and disbursements of counsel to the Owners, (iv) the reasonable routine and ordinary fees, costs and disbursements of the Agent and the Trustee (including the cost of delivery for the certificates of interest and counsel fees pursuant to this Agreement) except those subsequent to any termination of the Lease by the Agent or attributable to periods during a continuance of a Declaration of Default under Article 16 of the CSA (which shall be paid by the Lessee) and (v) the cost of obtaining the opinion of the independent expert appraiser furnished in connection with the first delivery of Equipment under the CSA. The Lessee shall bear (a) the costs of filing, recording and giving public notice or publication as to such filing and recording of this Agreement, the Lease, the CSA, the CSA Assignment and the Lease Assignment and any amendments or supplements thereto with the Interstate Commerce Commission and (b) the costs of producing and reproducing any such amendments or supplements and the reasonable fees and disbursements of Messrs. Cravath, Swaine & Moore in connection therewith. The Permanent Investors, the Investor and the Agent shall have no liability for any of the aforesaid fees, costs, disbursements and expenses or for any other expenses. If the transaction contemplated hereby shall not be consummated through no fault of the Owners, the Lessee shall pay the fees, disbursements and expenses referred to above as payable by the Owners.

11. All documents deliverable hereunder to the Agent shall be delivered to it at its address at P.O. Box 2258 (or if by hand, 2 Hopkins Plaza), Baltimore, Maryland 21203, Attention of Corporate Trust Department, or as the Agent may otherwise specify.

All documents, notices and funds deliverable hereunder to the Trustee shall be delivered to it at its address at One Constitution Plaza, Hartford, Connecticut 06115, Attention of Corporate Trust Department, or as the Trustee may otherwise specify, with copies to each of the Owners at their addresses set forth in Appendix II hereto.

All documents and funds deliverable hereunder to the Investor shall be delivered to its address set forth in Appendix I hereto, or as the Investor may otherwise specify.

All documents and funds deliverable hereunder to any Permanent Investor shall be delivered to its address set forth in Appendix I hereto, or as such Permanent Investor may otherwise specify.

All documents deliverable hereunder to any Owner shall be delivered to its address set forth in Appendix II hereto, or as such Owner may otherwise specify.

All documents deliverable hereunder to Messrs. Cravath, Swaine & Moore shall be delivered to them at One Chase Manhattan Plaza, New York, New York 10005.

All documents deliverable hereunder to the Lessee shall be delivered to its address set forth in the Lease.

12. In the event that the Trustee or the Lessee shall have knowledge of a Default, such party shall give prompt telephonic notice (confirmed in writing) thereof to the Agent, each Permanent Investor and each Owner. In the case of the Trustee, knowledge shall mean actual knowledge of an officer or employee in its Corporate Trust Department.

13. So long as no Event of Default shall have occurred and be continuing under the Lease, at least two business days prior to July 2, 1984, and each July 2 thereafter, to and including July 2, 1997 (such dates at least two business days prior to each such date being hereinafter referred to as "Funding Dates"), General Electric Credit Corporation ("GECC") and Connell Leasing Company ("Connell"), a division of Connell Rice & Sugar Co., Inc., shall each wire funds to the Trustee in an amount equal to 80% in the case of GECC, and 20% in the case of Connell, of the interest due under the CSA on the next following Interest Payment Date (as defined in paragraph 4.4 of the CSA). Upon receipt of such funds, the Trustee shall promptly give notice of such receipt to the Agent by telephone, and the Trustee shall cause such funds so received to be advanced to

the Agent in immediately available funds on the Interest Payment Date next following such Funding Date. If the Agent shall fail to receive such notice from the Trustee on such Funding Date or shall fail to receive such funds on such Interest Payment Date, the Agent will forthwith give notice to such effect to the Lessee, GECC and Connell by telephone, confirmed promptly by telegraph; provided, however, that the failure of the Agent to so notify the Lessee, GECC or Connell shall not affect the obligations of the Lessee under the Lease or the Trustee under the CSA; and provided, further, however, that the agreement of GECC and Connell to wire such funds is made solely for the benefit of the Lessee, and neither the Agent nor any Permanent Investor shall have any recourse against GECC or Connell by virtue of the failure of GECC or Connell to wire such funds. In the event of such failure, then the Lessee shall make the additional rental payment due from the Lessee under § 3.1(4) of the Lease to the extent required by such failure.

To the extent of funds received, the Agent will apply the same to the payment of interest on the CSA Indebtedness on the Interest Payment Date.

In the event that the Lessee shall be required to make any such payment:

(a) the Lessee shall be entitled to an offset against the next rental payment due under the Lease (to the extent such payment is not required to discharge the principal and interest on the CSA Indebtedness) as provided in § 3.1(4) of the Lease; and

(b) if after effecting such offset there remains any amount owing to the Lessee, the Lessee may demand repayment thereof from each non-funding Owner, and each non-funding Owner shall repay its proportionate share of such amount to the Lessee within 15 days of such demand, together with interest thereon at the applicable interest rate on the CSA Indebtedness plus 1%.

All payments required to be made to the Agent hereunder shall be wired to Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland, for credit to its Corporate Trust Department's Account No. 619478-3 with advice that the payment is "Re: ATSF 12/1/82".

14. Anything herein to the contrary notwithstanding, each and all of the representations, warranties and agreements herein made on the part of the financial

institution acting as Trustee (except its representations and warranties under Paragraph 6 hereof but not as to the enforceability of any document other than the Trust Agreement) are each and every one of them made and intended not as personal representations, warranties and agreements by said financial institution in its individual capacity or for the purpose or with the intention of binding said financial institution personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Agreement is executed and delivered by the Trustee solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said financial institution (except as aforesaid) on account of any representation, warranty or agreement hereunder of the Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Lessee, the Agent and each Permanent Investor and by all persons claiming by, through or under the Lessee, the Agent and each Permanent Investor; provided, however, that the Lessee, the Agent and each Permanent Investor or any person claiming by, through or under any of them, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

15. Anything herein or in the Participation Documents to the contrary notwithstanding, as an inducement to the Permanent Investors to participate in the transaction contemplated hereby, Connell unconditionally agrees that if there is any default in the payment of the CSA Indebtedness or any interest thereon and, as a result thereof, the Agent makes a Declaration of Default (as defined in Paragraph 16.1 of the CSA), Connell will pay to the Agent, on account of such CSA Indebtedness or interest, an amount equal to 20% of the aggregate amount of CSA Indebtedness and interest thereon at the time in default, any such payment to be made by Connell to the Agent promptly upon receipt of written notice from the Agent to Connell of the amount payable; provided, however, that prior to the delivery of such notice the Agent shall have pursued all remedies reasonably available to it under the CSA and the Lease Assignment.

16. The terms of this Agreement and all rights and obligations of the parties hereto hereunder shall be governed by the laws of the State of New York. Such terms, rights and obligations may not be changed orally but may be changed only by an agreement in writing signed by the party against whom enforcement of such change is sought.



17. Each Owner severally agrees, for the benefit of the Permanent Investors, to take all necessary action, including without limitation, payment of funds, to enable the Trustee to discharge pursuant to the proviso in paragraph 13.3 of the CSA the claims, liens, charges or security interests referred to in said paragraph claimed by any party from, through or under such Owner.

18. The Trustee and the Agent, as assignee of the Builder, agree that, subject to the payment by the Permanent Investors of the amounts to be paid by them pursuant to Paragraph 2 hereof, the CSA shall be amended as follows:

(a) In Section 4.3(a)(ii), the reference to December 28, 1983, shall be changed to December 27, 1983.

(b) The second and third sentences of Section 4.4 thereof are deleted and the following sentences are substituted therefor:

"The unpaid balance of the CSA Indebtedness shall bear interest from the Deposit Date (as defined in the Participation Agreement) at the rate of 12-3/8% per annum ("Debt Rate"). Interest on the unpaid balance of the CSA Indebtedness shall be payable on January 2 and July 2 in each year, commencing January 2, 1984, to and including January 2, 1998 (each such date being hereinafter called an "Interest Payment Date")."

(c) The words ", Paragraph 20 of the Participation Agreement" in line 5 of Section 4.7 thereof are deleted.

(d) In the second and third lines of Section 6.1, the words "and each Investor" are deleted and the following is substituted therefore: "(which term shall be deemed to include, for the purposes of this Article, each Investor)".

(e) The reference in Section 14.4 to Items 3 and 4 of Annex A shall be changed to Items 2 and 3 of Annex A.

(f) Schedule I to the CSA is hereby deleted in its entirety and the revised schedule set forth in Appendix IV hereto is substituted therefor.

19. The parties hereto agree that, subject to the payment by the Permanent Investors of the amounts to be paid by them pursuant to Paragraph 2 hereof, the Lease shall be amended as follows:

(a) Clause (i) of the first sentence in § 3.1(2) is deleted and the following language is substituted therefor:

"(i) the CSA indebtedness shall bear interest at a rate of 11% per annum until December 27, 1983, and a rate of 12-3/8% per annum at all times thereafter,"

(b) In § 3.1(2), the reference to Paragraph 12 of the Participation Agreement shall be changed to Paragraph 10 of the Participation Agreement.

(c) In § 3.1(4), the references to Paragraph 15 of the Participation Agreement shall be changed to Paragraph 13 of the Participation Agreement.

(d) In the third line of § 6.1, the words "and each Investor" are deleted and the following is substituted therefore: "(which term shall be deemed to include, for the purposes of this Section, each Investor)".

(e) In clause (ii) of § 7.5(b), the percentage which appears therein shall be changed to 1.9437%.

(f) Appendices B-1, B-2 and C to the Lease are hereby deleted in their entirety and the revised Appendices B-1, B-2 and C as set forth in Appendices V, VI and VII hereto, respectively, are substituted therefor.

20. The parties to the Indemnity Agreement agree that, subject to the payment by the Permanent Investors of the amounts to be paid to them pursuant to Paragraph 2 hereof, the Indemnity Agreement shall be amended as follows: in Recital C, the reference to the institutional investor shall refer to the Permanent Investors.

21. The parties to the CSA Assignment agree that in Section 4 the reference to Paragraphs 7 and 8 of the Participation Agreement shall be changed to Paragraph 7 of the Participation Agreement and the reference to December 28, 1983, shall be changed to December 27, 1983.

22. The parties to the Trust Agreement agree that the reference in Section 1.04 to Paragraphs 12 and 15 of the Participation Agreement shall be changed to Paragraphs 10 and 13 of the Participation Agreement and the reference in Section 4.06 to Paragraph 12(ii) of the Participation Agreement shall be changed to Paragraph 10(iii) of the Participation Agreement.

23. Except as amended hereby, the CSA, the Lease, the Indemnity Agreement, the CSA Assignment and the Trust Agreement shall remain in full force and effect.

24. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as all counterparts shall be signed by the Agent; and the Trustee, each Owner, the Lessee, each Permanent Investor and the Investor shall sign a counterpart which shall be effective upon delivery thereof to Messrs. Cravath, Swaine & Moore, at their offices in New York, New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

[Corporate Seal]

Attest:

by

Assistant Secretary

THE ATCHISON, TOPEKA AND SANTA  
FE RAILWAY COMPANY,

by

Executive Vice President

[Corporate Seal]

Attest:

by

Assistant Corporate  
Trust Officer

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent as  
aforesaid,

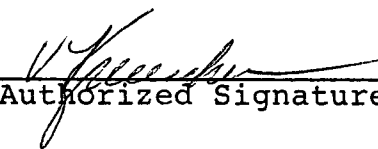
by

Assistant Vice President

[Corporate Seal]

Attest:

by

  
\_\_\_\_\_  
Authorized Signature

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Trustee as aforesaid,

by

  
\_\_\_\_\_  
Authorized Officer

GENERAL ELECTRIC CREDIT  
CORPORATION,

by

\_\_\_\_\_  
Vice President

CONNELL LEASING COMPANY,  
(a division of Connell Rice  
& Sugar Co., Inc.),

by

\_\_\_\_\_  
President

CONNELL FINANCE COMPANY, INC.,

by

\_\_\_\_\_  
President

STATE OF WISCONSIN INVESTMENT  
BOARD,

by

\_\_\_\_\_  
Executive Director

HOME BENEFICIAL LIFE INSURANCE  
COMPANY,

by

\_\_\_\_\_  
Vice President

LIFE INSURANCE COMPANY OF  
GEORGIA,

by

\_\_\_\_\_  
Title:

WOODMEN ACCIDENT AND LIFE  
COMPANY,

by

\_\_\_\_\_  
Title:

STATE OF ILLINOIS,)
)
COUNTY OF COOK, ) ss.:

On this day of December 1983, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Vice President of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 14th day of December 1983, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

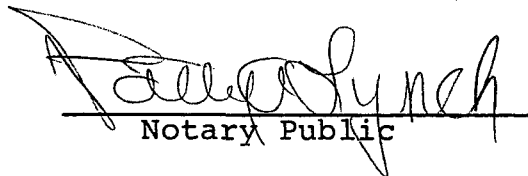
Patricia A. Conn
Notary Public

[Notarial Seal]

My Commission expires 7-1-86

STATE OF CONNECTICUT,) )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this 15th day of December 1983, before me personally appeared DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

  
Notary Public

[Notarial Seal]

My Commission expires

PATTY A. LYNCH  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1987

Investor

CONNELL FINANCE COMPANY, INC.  
 45 Cardinal Drive  
 Westfield, New Jersey 07092

Attention of Grover Connell, President

All payments to be made  
 by wire transfer to  
 Citibank, N.A.,  
 399 Park Avenue, New  
 York, New York 10022,  
 Attention of Robert  
 Kiley, Vice President,  
 for credit to the  
 account of Connell Rice  
 & Sugar, Inc., Account  
 No. 30481714, tele-  
 phonic advice to  
 Connell Finance Co.,  
 Inc.

Permanent InvestorsName and AddressCommitment

STATE OF WISCONSIN  
 INVESTMENT BOARD  
 261X General Executive Facility I  
 201 E. Washington Avenue  
 Madison, Wisconsin 53702

\$ 4,718,506

Attention of Private Placements

Payments by wire transfer of  
 immediately available funds  
 to First Wisconsin National  
 Bank of Milwaukee, Milwaukee,  
 Wisconsin 53202, for credit  
 to the account of the State  
 Treasurer, with telephone  
 advice by First Wisconsin to  
 the State Investment Board  
 with sufficient information  
 to identify the source and  
 application of such funds.



HOME BENEFICIAL LIFE  
INSURANCE COMPANY  
P. O. Box 27572  
Richmond, Virginia 23261

\$2,000,000

Payment by bank wire transfer of  
immediately available funds to  
First & Merchants National  
Bank, Richmond, Virginia, for  
credit to Home Beneficial Life  
Insurance Company's Account  
No. 03-26-3200 with notation  
as to payment of principal  
and interest and source of  
payment.

In the case of all other communications  
to the first address above

Certificate to be sent to  
Mr. P. M. Farmer, Jr.,  
Trust Department,  
First & Merchants National Bank,  
P. O. Box 26986,  
Richmond, Virginia 23261.

LIFE INSURANCE COMPANY  
OF GEORGIA  
Life of Georgia Tower  
600 West Peachtree Street, N.E.  
Atlanta, Georgia 30365

\$1,000,000

Attention of The Investment Centre, Inc.

All payments to be made by bank wire  
transfer of immediately avail-  
able funds to Trust Company  
Bank, Atlanta, Georgia 30302,  
for credit to the account of  
Life Insurance Company of Georgia,  
Account No. 8800322193.

WOODMEN ACCIDENT AND LIFE  
COMPANY

\$1,000,000

P. O. Box 82288  
Lincoln, Nebraska 68501

Attention of Investment Division

Payment by wire transfer of Federal  
funds to The First National Bank  
and Trust Company of Lincoln,  
Nebraska 68508, for deposit in  
the Woodmen Accident and Life  
Company, General Fund Account  
No. 092-909, with sufficient  
notation to identify the source  
and application of such funds.

Certificate to be registered in the  
name of Woodmen Accident and Life  
Company and delivered to George  
Bahe, Vice President, Security  
Accounting Division, Harris Trust  
and Savings Bank, 111 West Monroe  
Street, Chicago, Illinois 60690.

Owners

General Electric Credit Corporation  
P.O. Box 8300  
Stamford, Connecticut 06904

Attention of Manager, Operations--Transportation  
Financing Department,

with separate copy to the attention of each of:

Investment Officer--Rail Component; and  
Contracts Administration--Rail Component

Connell Leasing Company,  
A Division of Connell Rice & Sugar Co., Inc.,  
45 Cardinal Drive  
Westfield, New Jersey 07092

Attention of Grover Connell, President.

[CS&amp;M Ref. 2044-498]

EXHIBIT C  
to  
Participation Agreement

Conditional Sale Agreement dated as of December 1, 1982, as amended (Secured by Lease Obligations of The Atchison, Topeka and Santa Fe Railway Company). Interest Rate: 12-3/8%.

CERTIFICATE OF INTEREST

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
("Agent") hereby acknowledges receipt from

("Permanent Investor") of

(\$                    ),

such sum having been paid by the Permanent Investor under and pursuant to the terms and conditions of an Amended and Restated Participation Agreement and Amendment dated as of December     , 1983 ("Agreement"), among The Atchison, Topeka and Santa Fe Railway Company ("Lessee"), the Agent, The Connecticut Bank and Trust Company, National Association, as Trustee ("Trustee"), under a Trust Agreement dated as of December 1, 1982, with the parties named in Appendix II to the Agreement ("Owners"), the Owners, the Investor named therein and the Permanent Investors named therein. By reason of such payment the Permanent Investor has an interest in a principal amount equal to such sum in the CSA Indebtedness (as defined in the Conditional Sale Agreement hereinafter mentioned) and in and to (i) the Conditional Sale Agreement dated as of December 1, 1982, as amended by the Agreement ("CSA"), between the Trustee and General Electric Company ("Builder"), and the railroad equipment covered by the CSA, (ii) the Agreement and Assignment dated as of December 1, 1982, between the Builder and the Agent, (iii) the right and security interest of the Agent in and to the Lease of Railroad Equipment dated as of December 1, 1982, as amended by the Agreement, between the Lessee and the Trustee, (iv) the Assignment of Lease and Agreement dated as of December 1, 1982, between the Trustee and the Agent and (v) all cash and other property from time to time held by the Agent under the Agreement, except to the extent that installments of such principal amount shall have been paid.

Under the terms of the CSA (subject to the rights of prepayment contained therein in the event of a Casualty

Occurrence as defined therein or an Event of Default under Clause A of § 13.1 of the Lease) and the Agreement (i) such principal amount is payable in 14 annual installments on January 2 in each year commencing January 2, 1985, to and including January 2, 1998, calculated as provided in the CSA, (ii) such principal amount bears interest from the date hereof on the unpaid portion thereof from time to time outstanding, payable on each January 2 and July 2 commencing on January 2, 1984, until such principal amount shall have been paid in full, at 12-3/8% per annum, (iii) all such principal and interest remaining unpaid after the same shall have become due and payable bears interest at the rate of 13-3/8% per annum. The Agent has furnished or promptly will furnish to the Permanent Investor a schedule of payments reflecting the dates and amounts of principal and interest payments to be made in respect of the interests of the Permanent Investor. All payments received by the Agent in accordance with the terms of the Agreement and the CSA shall be disbursed by the Agent in accordance with the terms and conditions of the Agreement.

The interests of the Permanent Investor referred to in this Certificate of Interest may not be transferred except in the manner provided for in Paragraph 5 of the Agreement and subject to the terms, conditions and limitations provided therein.

Dated:

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent under  
the Agreement,

by

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Authorized Officer

INQUIRY SHOULD BE MADE TO THE AGENT IF CERTIFICATION  
AS TO BALANCE DUE HEREUNDER IS REQUIRED.

Schedule I  
to  
CONDITIONAL SALE AGREEMENT

Amortization Schedule  
of each \$10,000,000 12-3/8%  
Conditional Sale Indebtedness

<u>Installment No.</u>	<u>Date Due</u>	<u>Debt Service</u>	<u>Interest Payment*</u>	<u>Principal Recovery</u>	<u>Ending Principal</u>
					\$10,000,000.00
1	July 2, 1984	\$ 618,750.00	\$ 618,750.00		
2	January 2, 1985	948,874.04	618,750.00	\$ 330,124.04	9,669,875.96
3	July 2, 1985	598,323.58	598,323.58		
4	January 2, 1986	969,300.47	598,323.58	370,976.89	9,298,899.07
5	July 2, 1986	575,369.38	575,369.38		
6	January 2, 1987	992,254.66	575,369.38	416,885.28	8,882,013.79
7	July 2, 1987	549,574.60	549,574.60		
8	January 2, 1988	1,018,049.43	549,574.60	468,474.83	8,413,538.96
9	July 2, 1988	520,587.72	520,587.72		
10	January 2, 1989	1,047,036.31	520,587.72	526,448.59	7,887,090.37
11	July 2, 1989	488,013.72	488,013.72		
12	January 2, 1990	1,079,610.32	488,013.72	591,596.60	7,295,493.77
13	July 2, 1990	451,408.68	451,408.68		
14	January 2, 1991	1,290,395.81	451,408.68	838,987.13	6,456,506.64
15	July 2, 1991	399,496.35	399,496.35		
16	January 2, 1992	1,516,488.59	399,496.35	1,116,992.24	5,339,514.40
17	July 2, 1992	330,382.45	330,382.45		
18	January 2, 1993	1,026,104.83	330,382.45	695,722.38	4,643,792.02
19	July 2, 1993	287,334.63	287,334.63		
20	January 2, 1994	940,830.99	287,334.63	653,496.36	3,990,295.66
21	July 2, 1994	246,899.54	246,899.54		
22	January 2, 1995	929,285.13	246,899.54	682,385.59	3,307,910.07
23	July 2, 1995	204,676.94	204,676.94		
24	January 2, 1996	925,489.45	204,676.94	720,812.51	2,587,097.56
25	July 2, 1996	160,076.66	160,076.66		
26	January 2, 1997	1,050,205.23	160,076.66	890,128.57	1,696,968.99
27	July 2, 1997	104,999.96	104,999.96		
28	January 2, 1998	<u>1,801,968.95</u>	<u>104,999.96</u>	<u>1,696,968.99</u>	<u>-0-</u>
		\$21,071,788.42	\$11,071,788.42	\$10,000,000.00	-0-

\* Interest from the Deposit Date to January 2, 1984, will be paid on January 2, 1984.

## APPENDIX B-1 TO LEASE

## Basic Lease Rental Rates

<u>Date</u>	<u>Percentage of Purchase Price*</u>
1/2/84	8.6219323%
1/2/85	8.6219323
1/2/86	8.6219323
1/2/87	8.6219323
1/2/88	8.6219323
1/2/89	8.6219323
1/2/90	8.6219323
1/2/91	9.5799247
1/2/92	10.5379172
1/2/93	10.5379172
1/2/94	10.5379172
1/2/95	10.5379172
1/2/96	10.5379172
1/2/97	10.5379172
1/2/98	10.5379172

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\* As defined in paragraph 4.1 of the CSA.

## APPENDIX B-2 TO LEASE

## Contingent Lease Rental Rates

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/84	3.40312500%
7/2/85	3.29077969
7/2/86	3.16453159
7/2/87	3.02266030
7/2/88	2.86323246
7/2/89	2.68407546
7/2/90	2.48274774
7/2/91	2.19722993
7/2/92	1.81710348
7/2/93	1.58034047
7/2/94	1.35794747
7/2/95	1.12572317
7/2/96	0.88042163
7/2/97	0.55749978

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\* As defined in paragraph 4.1 of the CSA. If only one Owner fails to transmit to the Vendor its funds due on any date specified, the percentage set forth above opposite such date shall be reduced to the percentage obtained by multiplying the percentage set forth opposite such date by the percentage share of such Owner set forth in Section 1.04 of the Trust Agreement.



## APPENDIX C TO LEASE

Casualty Values

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price *</u>
July 2, 1983	103.04%
January 2, 1984	95.00
July 2, 1984	103.27
January 2, 1985	99.65
July 2, 1985	107.32
January 2, 1986	101.27
July 2, 1986	107.73
January 2, 1987	99.36
July 2, 1987	104.38
January 2, 1988	97.15
July 2, 1988	101.81
January 2, 1989	94.70
July 2, 1989	99.00
January 2, 1990	91.82
July 2, 1990	96.03
January 2, 1991	87.68
July 2, 1991	91.75
January 2, 1992	82.17
July 2, 1992	86.08
January 2, 1993	76.42
July 2, 1993	79.93
January 2, 1994	70.27
July 2, 1994	73.29
January 2, 1995	63.56
July 2, 1995	66.06
January 2, 1996	56.29
July 2, 1996	58.21
January 2, 1997	35.06
July 2, 1997	36.46
January 2, 1998	20.00

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\* As defined in paragraph 4.1 of the CSA.